

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 31st day of March, 2020, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

WEST HEMPSTEAD
Section 202-20

OAKLAND AVENUE (TH 25/20) East Side -
TWO HOUR PARKING 10 AM TO 6 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 17 feet south of
the south curblineline of Henry Street then
south for a distance of 118 feet.

ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: March 3, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Case # 30254

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 31st day of March, 2020, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE "PARKING OR STANDING PROHIBITIONS" at the following locations:

- MERRICK HEWLETT AVENUE (TH 37/20) West Side -
NO STOPPING HERE TO CORNER - starting
at the south curbline of Kirkwood
Avenue south for a distance of 30 feet.
- HEWLETT AVENUE (TH 37/20) West Side -
NO PARKING ANYTIME - starting at a
point 30 feet south of the south
curbline of Kirkwood Avenue south for a
distance of 108 feet.
- OCEANSIDE KENNETH PLACE (TH 39/20) NO PARKING
ANYTIME - starting at a point 122 feet
south of the south curbline of Atlantic
Avenue south for a distance of 62 feet.
- UNIONDALE NEW STREET (TH 31/20) South Side - NO
STOPPING ANYTIME - starting at a point
1,108 feet east of the east curbline of
Uniondale Avenue then east for a
distance of 68 feet.

ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: March 3, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Case # 30255

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 31st day of March, 2020, at 10:30 a.m. o'clock in the forenoon of that day, to consider the enactment of a local law to amend subsections "A," "B," and "E" of section 118-4 of the Code of the Town Of Hempstead, in relation to investigation of applications and issuance of peddlers and solicitors licenses.

The proposed local law is on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours.

ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: February 25, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
TOWN OF HEMPSTEAD, NEW YORK.

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Case #

16932

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 31st day of March, 2020, at 10:30 a.m. o'clock in the forenoon of that day, to consider the enactment of a local law to amend subsection "E" of section 152-10 of the Code of the Town Of Hempstead, in relation to promoting healthful environments for animals.

The proposed local law is on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours.

ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: February 25, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
TOWN OF HEMPSTEAD, NEW YORK.

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Case # 17434

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on Tuesday, the 31st day of March, 2020, at 10:30 o'clock in the forenoon of that day, in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, for the purpose of considering a proposal made by the Incorporated Village of East Rockaway, New York, for furnishing fire protection services within the Angle Sea Fire Protection District, for a period of three years commencing January 1, 2019 and expiring December 31, 2021, upon the same conditions, for the annual sum of \$10,178.00 for the year 2019; the sum of \$10,331.00 for the year 2020; and the sum of \$10,537.00 for the year of 2021.

The proposed contract is on file in the office of the Town Clerk, Hempstead Town Hall, Hempstead, New York, where the same may be inspected during office hours.

ALL PERSONS interested in the subject matter will be given an opportunity to be heard in reference thereto, at the time and place above specified.

Dated: Hempstead, New York
March 3, 2020

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Case # 690

THIS AGREEMENT, made the _____ day of _____, 20____, between the TOWN OF HEMPSTEAD, a municipal corporation having its principal offices at Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, Nassau County, New York, on behalf of the ANGLE SEA FIRE PROTECTION DISTRICT, hereinafter called the "Protection District," and INCORPORATED VILLAGE OF EAST ROCKAWAY, a municipal corporation, with its municipal office at the Municipal Building, East Rockaway, Nassau County, New York, hereinafter called the "Fire Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town Law of the State of New York, there has been duly established in the Town of Hempstead (hereinafter sometimes referred to as the "Town"), a Fire Protection District known as the Angle Sea Protection District, embracing that territory in the Town described in the resolution establishing said District, adopted by the Town Board of the Town, and the resolutions, if any, thereafter extending such District; and

WHEREAS, after a public hearing on due notice, the said Town Board duly authorized an agreement with the Fire Department for fire protection within the Protection District, for a period of three (3) years, upon the terms and conditions herein set forth; and

WHEREAS, the consent of the Volunteer Fire Department of the Incorporated Village of East Rockaway to this agreement has been obtained pursuant to Section 209-d of

the General Municipal Law of the State of New York, and this agreement has also been duly authorized by the Board of Trustees of the Incorporated Village of East Rockaway.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection within the Protection District, and the Fire Department agrees to furnish such fire protection and fire rescue service upon the following terms and conditions:

FIRST: The Fire Department during the period of this agreement, commencing on the 1st day of January, 2019 and ending on the 31st day of December, 2021, agrees to furnish and protect, to the best of its ability, against loss by fire to persons and property located within the Protection District to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response, and at all times during the terms of said agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the ISO Commercial Risk Services, Inc., and in such a manner as will ensure the rating of property in the Protection District as located within a protection area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department, the following sums of money:

- a) For the period beginning on the 1st day of January, 2019 and ending on the 31st day of December, 2019, the sum of \$10,178.00;

b) For the period beginning on the 1st day of January, 2020 and ending on the 31st day of December, 2020, the sum of \$10,331.00;

c) For the period beginning on the 1st day of January, 2021 and ending on the 31st day of December, 2021, the sum of \$10,537.00;

such sums to be levied and assessed upon taxable property within the Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of April and the first day of October of each year of the term of this agreement.

THIRD: If the Fire Department is a village or a fire district, it may pay to the Volunteer Fire Department, or Company, under its jurisdiction which renders the fire protection services to be furnished hereunder, a portion of the consideration paid hereunder, in accordance with Subdivision 16 of Section 176 of the Town Law and Section 209-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Village Fire Department hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement, other than claims for such benefits. The

Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the Angle Sea Fire Protection District and Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law, Section 202-a, subdivision 17(a) of the Village Law, both of which prohibit discrimination in membership of volunteer fire departments.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement the day and year first above written.

TOWN OF HEMPSTEAD on behalf of the
ANGLE SEA FIRE PROTECTION DISTRICT

By _____
Supervisor

INCORPORATED VILLAGE OF EAST ROCKAWAY

By Bruno F. Romano
Mayor

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section 273 of Article 28 of the Building Zone Ordinance of the Town of Hempstead, that a public hearing will be held by the Town Board of said Town on March 31, 2020 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering the application of GEMMA REALTY CORP. for rezoning from Residence "B" District to Business District" on the following described premises in Uniondale, New York:

A rectangular shaped parcel located on the n/w/c/ of Uniondale Ave. & Midwood St. w/frontage of 100.58' on Uniondale Ave. and 120.95' on Midwood St. situated in Uniondale, Town of Hempstead, County of Nassau, State of New York.

The above mentioned application & maps which accompanies it are on file with the undersigned and may be viewed during office hours.

Any person interested in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above designated.

BY ORDER OF THE TOWN BOARD, TOWN OF HEMPSTEAD, N.Y.

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Dated: February 25, 2020
Hempstead, N.Y.

Item # _____

Case # _____

29535

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of of the Building Zone Ordinance of the Town of Hempstead, that a public hearing will be held by the Town Board of said Town on March 31, 2020 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering the application of GEMMA REALTY CORP. for a permit to include an existing gasoline service station and extend the premises with in the "GSS" District located in Uniondale, New York:

A rectangular shaped parcel located on the n/w/c/ of Uniondale Ave. & Midwood St. w/frontage of 100.58' on Uniondale Ave. and 120.95' on Midwood St. situated in Uniondale, Town of Hempstead, County of Nassau, State of New York.

The above mentioned application & maps which accompanies it are on file with the undersigned and may be viewed during office hours.

Any person interested in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above designated.

BY ORDER OF THE TOWN BOARD, TOWN OF HEMPSTEAD, N.Y.

DONALD X. CLAVIN, Jr.
Supervisor

KATE MURRAY
Town Clerk

Dated: February 25, 2020
Hempstead, N.Y.

Item # _____

Case # 1712

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE FREEPORT MERRICK ROTARY CLUB TO USE TOWN OF HEMPSTEAD PARKING FIELD M-5, MERRICK, NEW YORK FOR THE PURPOSE OF HOLDING A FESTIVAL MAY 21, 2020 THROUGH MAY 25, 2020.

WHEREAS, the Freeport Merrick Rotary Club, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 has requested to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding a Festival May 21, 2020 through May 25, 2020 (the "Festival"); and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Freeport Merrick Rotary Club, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding a Festival and be it further

RESOLVED, that in conducting this activity, the Freeport Merrick Rotary Club shall comply with all the provisions of the Code of the Town of Hempstead (the "Town Code"); and be it further

RESOLVED, that the grant of permission herein is subject to and conditioned upon the applicant's compliance with all the provisions of the Town Code, (including if amusement rides are to be used at the Festival, the additional procedure described in section 105-3(D) of said code and the issuance, by the Board of Zoning Appeals, of the special permit described in section 272(F)(2) of the Hempstead Town Building Zone Ordinance (the "Special Permit")); and be it further

RESOLVED, that failure of the applicant herein to comply with all the provisions of the Town Code, (including, if applicable, the failure to obtain the Special Permit in advance of the Festival, shall render this approval null and void; and be it further

RESOLVED, that subject to the issuance of the Special Permit, amusement rides will be set up after 7:00 p.m. on May 20, 2020 and removed by 6:00 a.m. on May 26, 2020.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 1

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE ROOSEVELT CHAMBER OF COMMERCE, ROOSEVELT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELDS R-1 & R-2, ROOSEVELT, NEW YORK FOR THE PURPOSE OF HOLDING THE "UNITY IN THE COMMUNITY FESTIVAL AND CAR SHOW" ON MAY 30, 2020.

WHEREAS, the Roosevelt Chamber of Commerce, P.O. 222, Roosevelt, New York 11575 Attention: John F. Boyd, Sr., President has requested to use Town of Hempstead Parking Fields R-1 & R-2, Roosevelt, New York for the purpose of holding the "Unity In The Community Festival and Car Show" on May 30, 2020; (the "Festival") and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Roosevelt Chamber of Commerce, P.O. Box 222, Roosevelt, New York 11575 Attention: John F. Boyd, Sr., President to use Town of Hempstead Parking Fields R-1 & R-2, Roosevelt, New York for the purpose of holding the Festival on May 30, 2020; and be it further

RESOLVED, that in conducting said activity the Roosevelt Chamber of Commerce shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

1
20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE SEAFORD CHAMBER OF COMMERCE , SEAFORD, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD S-5, SEAFORD, NEW YORK FOR THE PURPOSE OF HOLDING A FOOD TRUCK FESTIVAL ON JUNE 27, JULY 25, AUGUST 22 AND OCTOBER 3, 2020.

WHEREAS, the Seaford Chamber of Commerce, c/o Donna Jebaily, P.O. Box 1634, Seaford, New York 11783 has requested permission to use Town of Hempstead Parking Field S-5, Seaford, New York for the purpose of holding a Food Truck Festival on June 27, July 25, August 22 and October 3, 2020 (the "Festival ") ;and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Seaford Chamber of Commerce, c/o Donna Jebaily, P.O. Box 1634, Seaford, New York 11783 to use Town of Hempstead Parking Field S-5, Seaford, New York for the purpose of holding the Festival on June 27, July 25, August 22 and October 3, 2020; and be it further

RESOLVED, that in conducting said activity the Seaford Chamber of Commerce shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

1
20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE
KIWANIS CLUB OF WANTAGH TO USE TOWN OF
HEMPSTEAD PARKING FIELDS WA-1 AND WA-3,
WANTAGH, NEW YORK FOR THE PURPOSE OF
HOLDING THE WANTAGH FESTIVAL ON
APRIL 25, 2020 (RAINDATE APRIL 26, 2020).

WHEREAS, the Kiwanis Club of Wantagh, c/o Margaret Silberger, Secretary, P.O. Box 1, Wantagh, New York 11793 has requested to use Town of Hempstead Parking Fields WA-1 and WA-3, Wantagh, New York for the purpose of holding the Wantagh Festival on April 25, 2020 (Raindate April 26, 2020) (the "Festival"); and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission.

NOW, THEREFORE BE IT

RESOLVED, that permission is hereby granted to the Kiwanis Club of Wantagh, c/o Margaret Silberger, Secretary, P.O. Box 1, Wantagh, New York 11793 to use Town of Hempstead Parking Fields WA-1 and WA-3, Wantagh, New York for the purpose of holding the Festival on April 25, 2020 (Raindate April 26, 2020); and be it further

RESOLVED, that in conducting this activity, the Kiwanis Club of Wantagh shall comply will all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

1

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND INGROUND SWIMMING POOL, LOCATED ON THE EAST SIDE OF MAPLE AVENUE, 220 FEET NORTH OF WILLOW STREET. SECTION 36, BLOCK 275, AND LOT(S) 18, AKA 1189 MAPLE AVENUE, SOUTH HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1189 Maple Avenue, South Hempstead; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on May 29, 2019, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to install one (1) lock and hasp, located at 1189 Maple Avenue, South Hempstead;

WHEREAS, on May 31, 2019, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to use six (6) hours to pump out water out of inground swimming pool and have forty three (43) square feet of doors boarded, located at 1189 Maple Avenue, South Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$497.60, the cost associated with the emergency services provided at 1189 Maple Avenue, South Hempstead, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$747.60 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE AND INGROUND SWIMMING POOL, LOCATED ON THE EAST SIDE OF DECATUR STREET, 309 FEET SOUTH OF HEMPSTEAD BOULEVARD. SECTION 50, BLOCK 136, AND LOT(S) 263-264, AKA 535 DECATUR STREET, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 535 Decatur Street, Uniondale; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on June 4, 2019, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to provide six (6) bags of gravel, use fourteen (14) man hours of general clean up and drill ten (10) holes in pool and install gravel around drains and holes, use fourteen (14) hours to pump water out of inground swimming pool, install two (2) lock and hasps and have ninety four (94) square feet of doors boarded, located at 535 Decatur Street, Uniondale;

WHEREAS, on July 29, 2019, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have sixty seven (67) square feet of doors HUD boarded and twenty five (25) square feet of doors boarded, located at 535 Decatur Street, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,951.40, the cost associated with the emergency services provided at 535 Decatur Street, Uniondale, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$2,201.40 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF LAWRENCE DRIVE, 90 FEET WEST OF ALAN DRIVE. SEC 51, BLOCK 297, AND LOT (S) 22, A/K/A 2938 LAWRENCE DRIVE, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2938 Lawrence Drive, Wantagh; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 27, 2019, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have ten (10) windows closed and screwed shut from the inside, install two (2) lock and hasps, have twenty one (21) square feet of doors secured and forty two (42) square feet of windows boarded, located at 2938 Lawrence Drive, Wantagh;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$495.60, the cost associated with the emergency services provided at 2938 Lawrence Drive, Wantagh, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$745.60 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH TWO DETACHED GARAGES, LOCATED ON THE WEST SIDE OF CAYUGA ROAD, 480 FEET NORTH OF CHAMPLAIN AVENUE. SECTION 35, BLOCK 650, AND LOT(S) 34, AKA 1 CAYUGA ROAD, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1 Cayuga Road, West Hempstead; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on May 14, 2019, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to install two (2) lock and hasps, have ninety (90) linear feet of chain link fence installed, use one (1) man hour for general clean up, have forty eight (48) square feet of garage door boarded, two hundred seventy one (271) square feet of windows boarded and fifty three (53) square feet of doors boarded, located at 1 Cayuga Road, West Hempstead;

WHEREAS, on August 13, 2019, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have twenty one (21) square feet of doors boarded and thirty (30) linear feet of chain link fence installed, located at 1 Cayuga Road, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$3,119.00, the cost associated with the emergency services provided at 1 Cayuga Road, West Hempstead, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$3,369.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES: Item #

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED TWO CAR GARAGE, LOCATED ON THE NORTH SIDE OF IVY STREET, 115 FEET WEST OF MORTON AVENUE. SECTION 35, BLOCK 355, AND LOT(S) 30-31, AKA 182 IVY STREET, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 182 Ivy Street, West Hempstead; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on March 7, 2019, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have two hundred and two (202) square feet of windows boarded, forty six (46) square feet of doors boarded and install one (1) lock and hasp, located at 182 Ivy Street, West Hempstead;

WHEREAS, on May 16, 2019, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) door boarded, located at 182 Ivy Street, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,045.60, the cost associated with the emergency services provided at 182 Ivy Street, West Hempstead, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,295.60 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE INGROUND SWIMMING POOL, LOCATED ON THE EAST SIDE OF MAPLE AVENUE, 220 FEET NORTH OF WILLOW STREET. SECTION 36, BLOCK 275, AND LOT(S) 18, AKA 1189 MAPLE AVENUE, SOUTH HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 1189 Maple Avenue, South Hempstead, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 1189 Maple Avenue, South Hempstead; and

WHEREAS, on August 13, 2019, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,037.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,037.50, the cost associated with such services provided regarding 1189 Maple Avenue, South Hempstead, New York.

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,287.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

3

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE INGROUND SWIMMING POOL, LOCATED ON THE EAST SIDE OF DECATUR STREET, 309 FEET SOUTH OF HEMPSTEAD BOULEVARD. SECTION 50, BLOCK 136, AND LOT(S) 263-264, AKA 535 DECATUR STREET, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 535 Decatur Street, Uniondale, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 535 Decatur Street, Uniondale; and

WHEREAS, on August 13, 2019, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,037.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,037.50, the cost associated with such services provided regarding 535 Decatur Street, Uniondale, New York.

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,287.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF LAWRENCE DRIVE, 90 FEET WEST OF ALAN DRIVE. SEC 51, BLOCK 297, AND LOT (S) 22, A/K/A 2938 LAWRENCE DRIVE, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 2938 Lawrence Drive, Wantagh, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 2938 Lawrence Drive, Wantagh; and

WHEREAS, on May 16, 2019, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,137.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,137.50, the cost associated with such services provided regarding 2938 Lawrence Drive, Wantagh, New York.

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,387.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

3

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH TWO DETACHED GARAGES, LOCATED ON THE WEST SIDE OF CAYUGA ROAD, 480 FEET NORTH OF CHAMPLAIN AVENUE. SECTION 35, BLOCK 650, AND LOT(S) 34, AKA 1 CAYUGA ROAD, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 1 Cayuga Road, West Hempstead, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 1 Cayuga Road, West Hempstead; and

WHEREAS, on August 13, 2019, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,037.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,037.50, the cost associated with such services provided regarding 1 Cayuga Road, West Hempstead, New York.

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,287.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

3

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED TWO CAR GARAGE, LOCATED ON THE NORTH SIDE OF IVY STREET, 115 FEET WEST OF MORTON AVENUE. SECTION 35, BLOCK 355, AND LOT(S) 30-31, AKA 182 IVY STREET, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 182 Ivy Street, West Hempstead, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 182 Ivy Street, West Hempstead; and

WHEREAS, on May 16, 2019, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,137.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,137.50, the cost associated with such services provided regarding 182 Ivy Street, West Hempstead, New York.

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,387.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

3

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO. 1640-2017 WHICH AUTHORIZED AN AGREEMENT WITH THE XEROX CORPORATION FOR THE MAINTENANCE OF TWO HLC128 PRINTERS FOR USE IN THE DEPARTMENT OF INFORMATION AND TECHNOLOGY.

WHEREAS, Resolution No. 1640-2017, duly adopted by the Town Board on November 14, 2017 (the "Resolution"), authorized an agreement with The Xerox Corporation, 155 Pinelawn Road, Suite 200N, Melville, New York 11747 for the maintenance of two Xerox HLC128 printers (the "Equipment") used in the Department of Information and Technology for a period of twelve months renewing yearly (the "Maintenance Agreement"); and

WHEREAS, that agreement is set to terminate on February 29, 2020, and

WHEREAS, upon the recommendation of the Commissioner, this Board finds that it is in the best interest of the Town to amend the Resolution in order to terminate the maintenance agreement.

NOW, THEREFORE, BE IT

RESOLVED, the Resolution is amended in order to cover final costs of the agreement; and be it further

RESOLVED, the Comptroller is authorized and directed to make payments to The Xerox Corporation, 155 Pinelawn Road, Suite 200N, Melville, New York 11747 for services provided pursuant to the Maintenance Agreement terminating February 29, 2020, such payments to be made from the Department of Information and Technology 2019 Budget account 010-0001-16800-4030 in an amount not to exceed \$8,124.90 and 2020 Budget account 010-0001-16800-4030 in an amount not to exceed \$13,883.79.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

4

Case #

14301

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH COMPUTER INTEGRATED SERVICES LLC TO MAINTAIN NOVELL SOFTWARE UNDER NEW YORK STATE CONTRACT PM67351.

WHEREAS, the Town of Hempstead (the "Town") had an agreement with Computer Integrated Services LLC ("CIS"), 561 7th Avenue, 13th Floor, New York, New York 11018, for the maintenance of Novell Software under New York State Contract PM67351 (the "Maintenance Agreement"); and

WHEREAS, the Maintenance Agreement will expire on April 1, 2020; and

WHEREAS, the Town requires the continued maintenance of the Novell Software (the "Services"); and

WHEREAS, CIS has agreed to extend the expiring contract until March 31, 2021 on the same terms and conditions as had been previously approved; and

WHEREAS, the State of New York awarded a contract for the Services to CIS; and

WHEREAS, under New York General Municipal Law §103, the Town is authorized to contract for services through other municipalities; and

WHEREAS, this Board wishes to authorize the use of the agreement between the State of New York and CIS for the provision of the Services for the duration of the contract's term, including any future extensions (the "Agreement").

NOW, THEREFORE, BE IT

RESOLVED, that the renewal of the Maintenance Agreement under New York State Contract PM67351 is authorized; and be it further

RESOLVED, that the Town Board authorizes the Commissioner to execute a renewal to the Maintenance Agreement, and/or such other documents as may be required, with Computer Integrated Services LLC (CIS) 561 7th Avenue 13th Floor New York, NY 11018 to provide the Services; and be it further

Item #

5

Case #

14301

RESOLVED, that the Comptroller is authorized and directed to make payment from the Department of Information and Technology account 010-001-1680-4030 in an amount not to exceed \$91,338.04

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No.

Resolution No.

Adopted

offered the following resolution and moved its adoption as follows:

RESOLUTION RATIFYING AND CONFIRMING THE EXECUTION OF AN AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND THE ATLANTIC BEACH CLUB, INC. RELATING TO BEACH RAKING SERVICES

WHEREAS, the Town, acting through the Commissioner of the Department of Parks and Recreation ("Commissioner"), has historically enjoyed a long standing arrangement with the Atlantic Beach Club, Inc. ("ABC") pursuant to which ABC has provided beach raking services at the Town's beach facilities located at East Atlantic Beach and Atlantic Beach Estates in exchange for the Town's commitment to cart away the resulting beach raking debris and provide sand grading each spring at the ABC facility; and

WHEREAS, the previous Memorandum of Agreement between the Town and ABC relating to such beach raking and removal services has expired; and

WHEREAS, the Commissioner has determined, much as his predecessor commissioners, that the beach raking arrangement with ABC significantly contributes to the overall efficiency of the beach maintenance services afforded Town beaches by the Department of Parks & Recreation; and

WHEREAS, ABC customarily commences its beach raking services during the middle of March each year; and in order to accommodate the commencement of such services, the Commissioner has recently executed a new Memorandum of Agreement with ABC for a term of three years; and

WHEREAS, the Commissioner hereby respectfully requests that this Town Board ratify and confirm his prior execution of said Memorandum of Agreement between the Town and ABC pertaining to beach raking services for a three year term, as well as the Agreement itself.

NOW THEREFORE, BE IT

RESOLVED, that the prior execution by the Commissioner of the Department of Parks & Recreation of a Memorandum of Agreement between the Town and Atlantic Beach Club, Inc. pertaining to beach raking and related services for a term of three years, as well as the Agreement itself, be and hereby are ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

6

Case #

28705

Town of Hempstead and Atlantic Beach Club Cleaning Agreement

MEMORANDUM of AGREEMENT BETWEEN
THE TOWN OF HEMPSTEAD and the ATLANTIC BEACH CLUB, INC.

It is the intent of the Town of Hempstead, acting by and through its Commissioner of the Department of Parks & Recreation, located at 200 N. Franklin Street, Hempstead, NY 11550, (hereinafter referred to as the "Town") to enter into an Agreement with the Atlantic Beach Club, Inc. with offices at 1393 Beech Street, Atlantic Beach, NY 11509 (hereinafter "ABC").

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Article One: Purpose & Term

ABC has agreed to provide beach raking services at East Atlantic Beach and Atlantic Beach Estates. In exchange, the Town has agreed to provide the necessary manpower and machinery to cart away all beach raking debris and provide sand grading each spring at the ABC to be completed by April 15th.

The initial Term of this Agreement shall be for a period of three (3) years beginning on Memorial Day 2020 and terminating on Labor Day 2022, unless sooner terminated as provided herein.

The Town's Department of Parks & Recreation's Commissioner may extend this Agreement on an annual basis for a maximum period not to exceed an additional three (3) years. Said extensions may incorporate modifications to this Agreement as deemed necessary by the Commissioner and agreed to by the ABC.

Article Two: Services Rendered by ABC

The ABC will more particularly provide beach raking services at East Atlantic Beach and Atlantic Beach Estates three times each week (on Wednesday, Friday, and Sunday) from Memorial Day through Labor Day.

Article Three: Insurance and Indemnity

- A. ABC shall procure and maintain at its own expense and without expense to the Town for the full term of this Agreement, insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, issued by insurance companies authorized to do such business in the State of New York, covering all operations under the Agreement naming the Town as "additional insured" party. Before the Town commences the work set forth under Article One herein, the ABC shall furnish to the Town certified copies of the original policies and such numbers of

certificates of insurance in form satisfactory to the Town showing that the ABC has complied with this section, which certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town.

- B. Insurance provided by ABC hereunder shall include general liability and property damage insurance in the following minimum amounts: bodily injury liability coverage of \$1,000,000.00 for each occurrence and in the aggregate and property damage of \$500,000.00 for each occurrence. Nothing herein shall preclude ABC from obtaining increased insurance coverage.

- C. The ABC shall defend, indemnify, and hold harmless, the Town, its agents, servants, and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out of the performance of the within Agreement or from any defective condition of the materials furnished or supplied under this Agreement, provided however, that any liability arising out of or in connection with this Agreement was not caused by or resulting from the sole negligence of the Town. This obligation of ABC to indemnify and hold harmless the Town shall not be limited to the extent of the minimum policy liability limits set forth in Section "B" immediately above.

Article Four: Special Conditions

It is also expressly understood that at all time Town employees shall take direction from Town personnel only, and that ABC representatives and/or its agents shall not interfere with Town operations in the execution of this Agreement.

This provision shall in no way obligate the Town to clean or remove any item, substance, article of debris, or flotsam that the Town deems objectionable. This includes, but is not limited to, any environmentally sensitive materials such as oil drums, medical waste, and the like.

Article Five: Termination

The Town of Hempstead reserves the right to terminate this Agreement with or without cause as provided below.

In the event the Town determines that it may become necessary to terminate this Agreement it may do so by sending a registered letter of such a decision to the "General Manager", c/o the Atlantic Beach Club, Inc. 1393 Beech Street, Atlantic Beach, NY 11509.

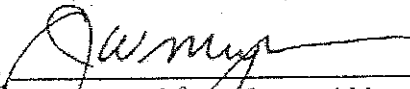
In the event that ABC wishes to terminate this Agreement, it must give the Town three (3) months' notice. Such notice must be in writing, sent by registered mail, and received in the offices of the Commissioner, 200 North Franklin Street, Hempstead, NY 11550.

Article Six: Miscellaneous


- A. This Agreement may not be changed, modified or rescinded orally. Any change, modification or rescission shall be in writing, signed by the party against whom enforcement of any change, modification or rescission is sought.
- B. Any waiver of any of the provisions of this Agreement, or of any inaccuracy in or non-fulfillment of any of the representations, warranties, or obligations hereunder or contemplated hereby, shall not be effective unless made in writing signed by the party against whom the enforcement of any such waiver is sought. Any term or provision set forth in this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument executed by such party. A waiver given in any case shall only apply with respect to that particular act or omission, and shall not be effective as to any further act or omissions, regardless of whether they be of the same or similar nature.
- C. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, understandings, letters of intent, covenants, arrangements, communications, representations or warranties, whether oral or written, by any party hereto or by any related or unrelated third party.
- D. All questions pertaining to the validity, construction, execution and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts or choice of law provisions thereof.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first written above.

ATLANTIC BEACH CLUB, INC.

By: 
JOHN MEYER, General Manager

TOWN OF HEMPSTEAD

By: 
Frank Zangla, Commissioner
Department of Parks & Recreation

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE AWARD
OF AN EXTENSION OF TOH CONTRACT #: 49 -2019 FOR
YEARLY REQUIREMENTS FOR:**

Grass Cutting of Various Areas throughout the Town

WHEREAS, the Division of Purchasing solicited proposals for TOH Contract#: 49-2019, Yearly Requirements for: Grass Cutting of various areas throughout the Town

and;

WHEREAS,

Louis Barbato Landscaping, Inc.

is the successful bidder and was awarded a contract for the above referenced services from 4/2/2019 through 3/31/20 and;

WHEREAS, following an evaluation of the aforementioned contract it has been determined that an extension of this contract as contemplated in the specifications of said bid solicitation and contract award is warranted for the period of 4/1/20 through 3/31/21 and;

WHEREAS, the Town Board has determined that this extension can be granted under the terms and conditions set forth and is in compliance with all applicable laws, ordinances and policies of the Town;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards an extension of TOH Contract #: 49-2019, Yearly Requirements for: Grass Cutting of Various Areas throughout the Town for a period from 4/1/20 through 3/31/21 to:

- **Louis Barbato Landscaping, Inc., 1600 Railroad Ave., Holbrook, NY 11741**

and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment of the monies due and owing in conjunction with this contract for a period as delineated, out of the Highway Account #: **041-0003-51100-4680**

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 7
Case # 16905

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION APPROVING A CONTRACT WITH EAC, INC., AUTHORIZING A GRANT FOR YOUTH SERVICES.

WHEREAS, the Town of Hempstead (hereinafter the "Town") has entered into a comprehensive agreement with Nassau County through the Nassau County Department of Human Services (hereinafter the OCFS), for a grant to support the Town grants made to organizations which have been qualified by the Division for Youth, and whose application has been authorized by the Town Board under Resolution No. 961-2019, adopted September 23, 2019; and

WHEREAS, EAC, INC., having its principal office at 50 Clinton Street, Suite 107, Hempstead, NY 11550, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2018 and terminating December 31, 2018; and

WHEREAS, this Town Board deems it to be in the public interest to approve said application made to the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute a contract between the Town of Hempstead and EAC, INC., for the provision of youth services, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper, for the term commencing January 1, 2018 and terminating December 31, 2018; and

BE IT FURTHER RESOLVED, that the Town Board hereby directs payment to EAC, INC., the sum of TEN THOUSAND EIGHT HUNDRED TWENTY EIGHT and 00/100 (\$10,828.00) DOLLARS to be made on the presentation of a claim for actual expenditures incurred, accompanied by substantive data that will support such expenditures. Such payment to be charged against the Town of Hempstead Account No. 030-006-8020-4740/Youth Guidance; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is authorized to make claim upon the OCFS for reimbursement of the Town's expenditure to the extent provided for by the terms of the OCFS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Doc. No. 19-027

Item # 8
Case # 13584

CONTRACT FOR PERSONAL SERVICES

By and Between

TOWN OF HEMPSTEAD

and

Education And Assistance Corporation, INC (EAC)

AGREEMENT made the _____ day of _____, 2020, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and the EAC, INC. (hereinafter called the "Center") a non-profit corporation having its principal office at 50 Clinton Street, Suite 107, Hempstead, NY 11550.

WITNESSETH THAT:

WHEREAS, the Town has made application to the NYS Office of Children and Family Services (hereinafter "OCFS"), for a grant to fund certain youth programs serving Town residents, said application is authorized by the Town Board under Resolution No. 961-2019, adopted September 23, 2019; and

WHEREAS, the aforementioned youth programs are sponsored and administered by private organizations which have been qualified by the Division for Youth to receive State funding; and

WHEREAS, the Center is one such organization qualified by the Division for Youth and again makes application for a grant in the sum of TEN THOUSAND EIGHT HUNDRED TWENTY EIGHT and 00/100 (\$10,828.00) DOLLARS, to assist in its program for the calendar year 2018; and

WHEREAS, the Town Board deems it to be in the public interest to respond favorably to such plea;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Center agrees to continue its operations located at 50 Clinton Street, Suite 107, Hempstead, NY 11550, during the term of this agreement.

2. The Center agrees that such youth program will be supervised and directed by competent adult personnel.

3. The Center agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.

4. The Center agrees that it is, and at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that the Center shall not, at any time or for any purpose, be deemed an agent, servant or employee of the Town.

5. The Center agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this Agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Center and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates of insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under the contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

7. The Center agrees to report to the Department of Planning and Economic Development at such times and in such manner and form prescribed as to services performed pursuant to this agreement.

8. The Center agrees that in the performance of its services it will comply with provisions of the Labor Law and Worker's Compensation Law of the State of New York if such may be applicable to its operations.

9. Subject to appropriations of funds by the Town Board, the Town agrees to pay the Center for the services provided by this agreement, up to the amount of TEN THOUSAND EIGHT HUNDRED TWENTY EIGHT and 00/100 (\$10,828.00) DOLLARS, during the fiscal year commencing January 1, 2018 and terminating December 31, 2018, payable as follows:

- (a) Said sum shall be paid upon the presentation to the Town, by the Center, of monthly claims which shall be based upon actual expenditures incurred, accompanied with substantive data and/or supporting vouchers that will substantiate the expenditures.

10. Recognizing that the Town will utilize the aforesaid proof of expenditures as the basis for its claims to the New York State Division For Youth for reimbursement, the Center agrees that should the Division disallow any items of claims in whole or in part as improper or lacking in sufficient supportive evidence, the Center shall be responsible for reimbursing the Town for the disallowed amount.

11. It is mutually understood and agreed that the agreement may be terminated by the Town without prior notices for the following reasons:

- (a) If the State aid from the Division For Youth in effect is discontinued or substantially impaired, or modified.
- (b) If, at any time after thorough review, the Town shall deem the Center to have violated this agreement in any substantial manner, or if the Town shall decide that the services rendered by the Center shall for any reason not be to its satisfaction.

12. The term of this agreement shall commence January 1, 2018 and terminate the 31st day of December, 2018.

IN WITNESS WHEREOF, the Town and Center have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

By: _____
Donald X. Clavin, Jr
Supervisor

Education And Assistance Corporation, INC.

By: Tania Peterson Chandler
TANIA PETERSON CHANDLER
VP OF OPERATIONS

APPROVED AS TO
Available funds
By: _____ Date 2/3/20
Deputy Town Comptroller

BUDGET DIVISION 2/3/20

Doc. No. 19-027

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 3/2/2020

APPROVED

DIRECTOR OF PURCHASING
3/2/2020

CASE NO.

RESOLUTION NO.

Adopted

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD AND
NATIONWIDE COURT SERVICES, INC, TO
PROVIDE PROFESSIONAL SERVICES IN
CONNECTION WITH THE COMMUNITY
DEVELOPMENT PROGRAMS OF THE TOWN
OF HEMPSTEAD**

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development recommends that a professional title insurance company be retained to provide real estate title searches and title insurance and other necessary data with respect to acquisition of properties, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing two (2) proposals, has recommended that the title insurance firm of NATIONWIDE COURT SERVICES, INC, having its principal office at 761 Koehler Avenue, Ronkonkoma, NY 11779, be retained to provide the aforementioned professional services; and

WHEREAS, this Town Board deems the firm of NATIONWIDE COURT SERVICES, INC, to be duly qualified to provide the aforesaid real estate title searches and title insurance and that the use of the aforementioned firm best serves the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to execute a contract for professional services by and between the Town of Hempstead and NATIONWIDE COURT SERVICES, INC., in connection with the planning and implementation of community development projects, for a term beginning January 1, 2020 and ending December 31, 2020 or upon completion of project, for an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract up to one year, and subject to an option in favor of the Town to increase the base cap on the contract by up to Twenty Thousand (\$20,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

BE IT FURTHER RESOLVED, that the Town Board authorizes and directs the Comptroller to pay costs in accordance with this contract not to exceed TWENTY THOUSAND (\$20,000.00) Dollars from the appropriate Planning and Economic Development Account.

Item #

9

Case #

30261

The forgoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CONTRACT FOR PROFESSIONAL SERVICES

By and Between
TOWN OF HEMSPTEAD
and

NATIONWIDE COURT SERVICES, INC.

AGREEMENT made the day of 2019 by and between the TOWN OF HEMSPTEAD (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and NATIONWIDE COURT SERVICES, INC. (hereinafter called "Title Company"), with offices at 761 Koehler Avenue, Ronkonkoma, NY 11779.

WITNESSETH

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead recommends that a title company be retained to perform professional services in connection with the planning and implementation of community development projects and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing two (2) proposals from various firms, has recommended that the title company, NATIONWIDE COURT SERVICES, INC., having its principal office at 761 Koehler Avenue, Ronkonkoma, NY 11779, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the Title Company to render certain assistance in connection with the Community Development Program.

NOW, THEREFORE, the parties hereto mutually agree as follows

1. **EMPLOYMENT OF CONSULTANT:**

The Town hereby engages the Title Company and the Title Company hereby agrees to perform the professional services hereinafter set forth.

2. **AREA COVERED:**

The Title Company shall perform all the services authorized under this Agreement in relation to the program within the unincorporated area of the Town of Hempstead.

3. **SCOPE OF SERVICES:**

The Title Company shall perform the services provided for in the Agreement in a satisfactory and prompt manner in accordance with the applicable requirements of the Housing and Community Development Act of 1974, and the provisions of the Affordable Housing Act of 1990, as amended, HUD regulations on Community Development Block Grants as published in the Federal Register and other relevant local, state and federal laws.

Such services shall include, but are not necessarily limited to:

Provide services as specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into this contract as Schedule "A" and Schedule "B" is respondent's Proposal with fee information, also attached hereto and made a part of this contract.

4. TIME AND METHOD OF PERFORMANCE

The service of the Title Company shall be provided for a term beginning January 1, 2020 and ending December 31, 2020, or upon completion of project. The Town, in its sole discretion, reserves the right to extend the term of this contract for up to one year, but only upon delivery of a contract duly executed by the Commissioner of the Department of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of the Department of Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution, duly adopted by the Town Board at a regularly scheduled meeting of said Board.

5. COMPENSATION AND METHOD OF PAYMENT

The Town shall pay the Title Company a fee in accordance with the Schedule of Fees attached and made a part of this Contract as Schedule "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Title Company specifying the time worked and specifying that they have performed the authorized work as requested by the Town and that they are entitled to receive the amount requisitioned under the terms of the Agreement.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee schedule established in this Agreement and that the work has been performed satisfactorily.

Funds will be charged against the appropriate Department of Planning and Economic Development's Community Development Account up to the amount authorized by resolution of the Hempstead Town Board, currently said authorized amount is Twenty Thousand and 00/100 (\$20,000.00) Dollars, from January 1, 2020 to December 31, 2020. The Town, in its sole discretion, reserves the right to increase the cap by up to Twenty Thousand (\$20,000.00) Dollars, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly enacted by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserves the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has not been performed.

6. TERMINATION

This Agreement may be terminated at any time by the Town. In the event of termination, the only obligation to the Title Company shall be for services and costs incurred to the date of receipt by the Title Company of a notice of termination.

7. TERMS AND CONDITIONS

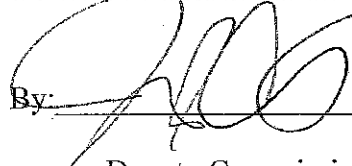
This agreement is subject to and incorporates the provisions attached hereto as Part II-"Terms and Conditions" dated 1/80. In said Part II the Town is referred to as the "Municipality".

8. OTHER PROVISIONS

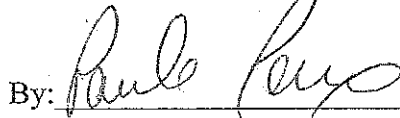
As a condition of this Agreement, the Title Company will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity resulting from this Agreement.

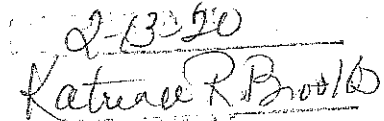
IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.


TOWN OF HEMPSTEAD

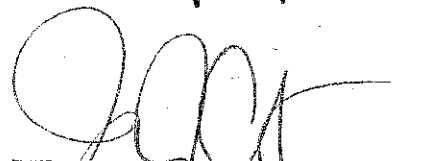
By: 
Deputy Commissioner

NATIONWIDE COURT SERVICES, INC.

By: 

2-13-20

Katrina R. Brooks
VICE PRESIDENT

APPROVED AS TO FORM

SENIOR DEPUTY TOWN ATTORNEY
DATE 2/24/2020


DEPUTY COMM. JONATHAN CRIST

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF HIGHWAY TO EXECUTE AN INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD "TOWN" AND TOWN OF BROOKHAVEN "BROOKHAVEN" FOR THE PURCHASE OF TWO (2) ACCUBRINE AUTOMATED BRINE MAKER NXT-GEN 9

WHEREAS, the TOWN has two (2) ACCUBRINE automated brine maker NXT-Gen 9 that are no longer needed for TOWN purposes; and

WHEREAS, these brine makers are suitable for use by BROOKHAVEN; and

WHEREAS, the TOWN and the BROOKHAVEN have reached an agreement as to the price for these brine makers; and

WHEREAS, the TOWN and BROOKHAVEN are authorized by law to enter into such an agreement; and

WHEREAS, the total sum for the purchase of these is \$100,000.00; and

WHEREAS, the Commissioner of Highway has recommended that such Inter-Municipal Agreement be executed; and

WHEREAS, this Town Board, upon recommendation of the Commissioner, deems it to be in the public interest to enter into such Inter-Municipal Agreement.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner be and hereby is authorized to execute the Inter-Municipal Agreement between the TOWN and BROOKHAVEN for the sale of the aforementioned brine makers to BROOKHAVEN for the total sum of \$100,000.00; and

BE IT FURTHER

RESOLVED, that the Comptroller deposit said payment in Highway Account Number 041-0003-51300-2700.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 10

Case #'s 27511+1922

THIS AGREEMENT made the day of , 2020, by and between the **TOWN OF HEMPSTEAD** (hereinafter the “TOWN”) having its principal office at 1 Washington Street, Hempstead, New York, and the **TOWN OF BROOKHAVEN** (hereinafter referred to as “BROOKHAVEN”), having its principal office at 1 Independence Hill, Farmingville, New York 11738.

WITNESSETH:

WHEREAS, the TOWN has two (2) ACCUBRINE automated brine maker NXT-Gen 9 (brine makers) that are no longer needed for Town purposes; and

WHEREAS, these brine makers are suitable for use by BROOKHAVEN; and

WHEREAS, the TOWN and the BROOKHAVEN have reached an agreement as to the price for these brine makers; and

WHEREAS, the Town Board upon the recommendation of the Commissioner of the Department of Highway, believes that the valuation of these brine makers is appropriate; and

WHEREAS, the TOWN and BROOKHAVEN are authorized by law to enter into such an agreement; and

WHEREAS, it is in the best interests of the TOWN to enter into such an agreement;

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

1. The TOWN offers two (2) ACCUBRINE automated brine maker NXT-Gen 9 for sale.

2. BROOKHAVEN agrees to pay the sum of \$100,000 total for both brine makers.

IN WITNESS WHEREOF, the parties have executed this agreement.

TOWN OF HEMPSTEAD

By: [Signature]
Commissioner Thomas Toscano
Dated: _____

Approved as to Department
Dated: _____

Town Attorney
Dated: _____

Town Comptroller
Dated: _____

BROOKHAVEN

By: _____
Supervisor Edward Romaine
Dated: _____

APPROVED

[Signature]
DIRECTOR OF PURCHASING
3/5/2020

APPROVED

By: [Signature] Date: 3/5/20
[Signature]
RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

APPROVED AS TO FORM

[Signature]
SENIOR DEPUTY TOWN ATTORNEY
DATE 3/5/2020

[Signature]
MICHAEL J. CARROLL
COMPTROLLER'S OFFICE
BUDGET DIVISION

Case No.

Resolution No.

Adopted:

offered the following resolution and moved for its adoption as follows:

RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AN AGREEMENT
BETWEEN THE TOWN OF HEMPSTEAD AND THE COUNTY OF NASSAU
FOR LIFEGUARD AND FIRST AID SERVICES AT
EUGENE NICKERSON BEACH PARK, LIDO BEACH, NEW YORK

WHEREAS, Eugene Nickerson Beach Park is owned and operated by the County of Nassau; and

WHEREAS, the County of Nassau, Department of Recreation and Parks, has requested the Town of Hempstead to provide lifeguard and first aid services at Eugene Nickerson Beach Park and Campground; and

WHEREAS, the Town of Hempstead, Department of Parks and Recreation has Lifeguards to adequately staff Eugene Nickerson Beach Park for the purpose of providing the aforesaid services; and

WHEREAS, the County of Nassau and the Town of Hempstead are permitted to enter into a Municipal Cooperation Agreement, pursuant to the provisions of 119-0 of the General Municipal Law; and

WHEREAS, reimbursement to the Town for the hourly wages paid by the Town to the lifeguards and personnel assigned to Eugene Nickerson Beach Park for the provisions of such services, is to be billed and paid monthly at the end of each month of this Agreement; and

WHEREAS, the Town has previously provided such lifeguard and first aid services to the County for many years; however, the former related Inter-Municipal Agreement between the Town and County expired in 2019; and

WHEREAS, this new Agreement shall be effective May 1, 2020, and shall terminate the weekend following Labor Day each year, and may be renewed thereafter upon mutual consent of the parties for a maximum of four (4) one (1) year renewals.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and is hereby authorized to execute such Agreement between the County of Nassau and the Town of Hempstead for lifeguard service at the Eugene Nickerson Beach, and that the County of Nassau agrees to reimburse the Town of Hempstead as specified in the Agreement and such amount to be deposited in the Town of Hempstead Account #400-007-7110-2389.

RESOLVED, that the Commissioner of the Department of Parks and Recreation is hereby authorized to execute a renewal of this and subsequent Agreements as amended by the Commissioner.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11

Case #

27511 +
27746

THIS INTERMUNICIPAL AGREEMENT (this "Agreement") made as of the _____ day of 2020 by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York, 11501 (hereinafter referred to as "COUNTY") acting for and on behalf of the DEPARTMENT OF PARKS, RECREATION & MUSEUMS (hereinafter referred to as "DEPARTMENT") and the TOWN OF HEMPSTEAD, a municipal corporation of the State of New York, having its principal office at Town Hall, Hempstead, New York, acting for and on behalf of its DEPARTMENT OF PARKS AND RECREATION (hereinafter referred to as "TOWN").

WITNESSETH:

WHEREAS, COUNTY owns and operates a beach and cabanas and pools complex as well as a campground known as Eugene Nickerson Beach Park (hereinafter referred to as "NICKERSON BEACH"), by and through DEPARTMENT; and

WHEREAS, TOWN owns certain beaches, cabana and pool complexes known as TOWN Park at Malibu and TOWN Park at Sands respectively which are located to both the east and west of NICKERSON BEACH; and

WHEREAS, DEPARTMENT is unable to provide the requisite lifeguards and first aid services at the ocean beach as well as the requisite first aid services for the balance of the park and campground; and

WHEREAS, TOWN has the necessary resources and lifeguards to adequately staff NICKERSON BEACH for the purpose of providing the aforesaid services; and

WHEREAS, COUNTY and TOWN are permitted to enter into a Municipal Cooperation Agreement pursuant to both Article 9, Section 1 of the New York State Constitution and Article 5-G of the General Municipal Law.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- TOWN hereby agrees to provide duly certified lifeguards and first aid services at NICKERSON BEACH, and first aid services at the campground, during hours when swimming is permitted at the ocean beach. All training and supervision of the lifeguards and other personnel assigned to NICKERSON BEACH by TOWN shall be solely the responsibility of TOWN.
- Incorporated into the services to be provided by Town shall be the general daily set-up of the ocean beach at NICKERSON BEACH in the same general manner as is done at TOWN facilities, including all lifeguard stands on the beach.
- TOWN hereby agrees to have all employees who operate the County Truck comply with the terms of Nassau County's Motor Vehicle Risk Management Policy and Procedure ("Policy").

COUNTY and DEPARTMENT shall assume the responsibility to provide the following:

- At least one beach capable County owned four-wheel drive vehicle shall be provided to the TOWN on or before May 1st of each year during the term of the Agreement, to include use of the truck for closing the beach at the end of the season, for disassembling the lifeguard stands, and other items that TOWN provides on the beach. The TOWN shall return said vehicle to the COUNTY by the conclusion of the weekend following Labor Day each year.
- Other equipment related to lifeguard and first aid services, including the use on NICKERSON BEACH premises of certain COUNTY owned equipment, as they presently exist.
- Other equipment related to lifeguard and first aid services, including but not limited to the following: Radios, Umbrellas at the pools and beach, First Aid Supplies, Oxygen, and Working Phone Lines.
- Operating permits for the ocean beach and pools.
- General cleaning and maintaining of the ocean beach.
- Reimbursement to the TOWN for the hourly wages paid by the TOWN to the lifeguards and personnel assigned to NICKERSON BEACH for the provision of the services described in paragraph "1" listed above to be billed and paid monthly at the end of each month of this Agreement.

- COUNTY shall reimburse TOWN a sum not to exceed three hundred thousand dollars (\$300,000.00) for lifeguard services based upon a schedule of hourly rates (which may be adjusted by the TOWN) a copy of which is annexed hereto as Exhibit "A" and made a part hereof in accordance with the following conditions: This maximum amount to be paid to TOWN shall be increased by ten percent (10%) per year of this Agreement, including any exercised options.
- As part of this remuneration process the COUNTY agrees to pay the TOWN a 5% Administration Fee. This Administration Fee shall be computed as 5 % of the total amount of money owed to the TOWN by the COUNTY as accrued from the execution of this Agreement.

TOWN will maintain a record of hours billed (i.e. time sheets reflecting the start and ending times for each employee on each date worked.) The claim submitted for services rendered under the terms of this Agreement will, in no case, be for more that this record will corroborate. A certified copy of such record shall be attached to the claim form.

TOWN shall receive payments as follows:

(a) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the TOWN in arrears and shall be contingent upon (i) the TOWN submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(b) Timing of Payment Claims. The TOWN shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the TOWN and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the TOWN following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the TOWN received notice that the County did not desire to receive such services.

TOWN shall maintain full and complete books and records of accounts in accordance with accepted accounting practices. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the DEPARTMENT, the Comptroller of COUNTY or his duly designated representative.

Control and overall management of NICKERSON BEACH, including final decisions with respect to opening or closing of the park, shall be with DEPARTMENT.

TOWN employees shall comply with all rules and regulations of NICKERSON BEACH, but COUNTY and DEPARTMENT shall make them consistent with TOWN'S rules, operating hours, and regulations, where practicable, with respect to the use of the pool and beach.

All revenues collected for the use of NICKERSON BEACH, as well as vehicle access fees, shall be and remain the sole properties of COUNTY.

The parties agree that each is, and at all times shall be deemed to be, an independent contractor and shall not, in any manner whatsoever, by its action and deeds commit the other to any obligation other than as provided herein, and neither party shall at any time or for any purpose be deemed to be an employee of the other. It is further understood and agreed that no agent, servant, or employee of TOWN or COUNTY shall, at any time or under any circumstances, be deemed to be an agent, servant, or employee of COUNTY or TOWN, respectively.

Each party to this Agreement shall be solely responsible for and shall indemnify and hold harmless the other party, and their respective officers, employees, and agents (the "Indemnified Party" or "Indemnifying Party") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements and damages ("Losses")), including Losses in connection with any threatened investigation, litigation, or other proceedings or preparing a defense to or prosecuting the same directly arising out of the negligence or willful misconduct of the Indemnifying Party or its respective agents. The provisions of this Section shall survive the termination of this Agreement.

No party is in arrears to any other party to this Agreement upon any debt or contract and no party is in default as surety, contractor, or otherwise upon any obligation to another party, including any obligation to pay taxes to, or perform services for or on behalf of, another party.

Compliance with Law (a) Generally- The parties shall comply with any and all applicable Federal, State and Local Laws including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Town is bound by and shall comply with the terms of Appendix "EE" attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access - The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance of administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Town acknowledges that Town Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Town of such request

prior to disclosure of the Information so that the Town may take such action, as it deems appropriate.

This Agreement shall be deemed effective as of May 1st of each year and will terminate by the conclusion of the weekend following Labor Day each year; provided, however, this Agreement may be renewed for four (4) one year renewals, upon mutual consent of the Department and the TOWN, under the same terms and conditions except that the maximum amount may increase commensurate with any increase in the wages listed in Exhibit A but in no event shall an increase in any renewal term exceed 10 % of the prior year's maximum amount.

This Agreement may be terminated (i) for any reason by either party upon sixty (60) days' written notice to the other party, (ii) for "Cause" by either party immediately upon the receipt by the other party of written notice of termination, (iii) upon mutual written Agreement of the COUNTY and the TOWN, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

It is expressly understood in this Agreement that the COUNTY will be requested to take any and all steps necessary to prevent dogs from gaining access to the beach.

In the event that any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Notwithstanding any other provision of this Agreement:

- (a) Approval and Execution- Neither the County nor the Town shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any Persons unless (i) all County and Town approvals have been obtained, including approval by the County Legislature and the Town Board, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement) and the Town Supervisor.
- (b) Availability of Funds - Neither the County nor the Town shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) Resolution by Town – The Town of Hempstead Commissioner of Parks has executed this Agreement pursuant to Resolution adopted by the Town Board on . A copy of the Resolution is attached to this Agreement as Exhibit “B”.

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CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its

adoption:

RESOLUTION AUTHORIZING THE ANNUAL PAYMENT TO
COMMERCIAL CLEARWATER COMPANY TO CONDUCT A
CERTIFIED POOL OPERATOR COURSE FOR THE BENEFIT OF
DEPARTMENT OF PARKS AND RECREATION EMPLOYEES

WHEREAS, Commercial Clearwater Company, whose mailing address is P.O. Box 909, Plandome, NY 11030, has agreed to conduct a certified pool operator course for Department of Parks and Recreation employees; and

WHEREAS, the New York State and Nassau County Departments of Board of Health each respectively require all municipal pool facilities to have certified pool operators on staff, and

WHEREAS, the cost of the course is \$275.00 per person; total amount not to exceed \$7,150.00, and number of employees will not exceed 26; and

WHEREAS, the cost of the course will include all book fees, all exam fees, and all certification fees.

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller is hereby authorized to make payments to Commercial Clearwater Company for conducting a certified pool operator course in the amount of \$275.00 per employee, total amount not to exceed \$7,150.00, and that such amount be charged against Department of Parks and Recreation Fees and Services Account # 400-007-7110-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

12

Case #

27746

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption.

RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER
INTO AGREEMENTS WITH VARIOUS CIVIL DEFENSE
AUXILIARY POLICE UNITS LOCATED WITHIN THE
INCORPORATED AREAS OF THE TOWN OF HEMPSTEAD.

WHEREAS, Civil Defense Auxiliary Police perform many police activities, such as crowd control, crossing guards, and traffic control, which will allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Civil Defense Auxiliary Police preserve the public peace and good order and promote the safety and general welfare of the community, and

WHEREAS, this Town Board deems the activities of the Civil Defense Auxiliary Police to be in the public interest of the inhabitants of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized and directed to execute agreements between the Town of Hempstead and the East Rockaway, Lynbrook, Rockville Centre, Stewart Manor and Valley Stream Civil Defense Auxiliary Units, wherein the said Civil Defense Auxiliary Police Units will continue to perform their many routine police activities, such as crowd control, crossing guards, and traffic control and the Town will pay to said Civil Defense Auxiliary Police Units the sum of \$1,000.00 each, which sum will be used by each unit to recruit, equip, and train its members; and BE IT FURTHER

RESOLVED, that said sums of money to be paid to said Civil Defense Auxiliary Police Units in 2020 shall be charged against and paid out of Civil Defense, Account No. 010-002-3640-4790 for a total of \$5,000.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

21937

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and EAST ROCKAWAY AUXILIARY POLICE UNIT #111, with offices at 70 Clinton Avenue, Lynbrook, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

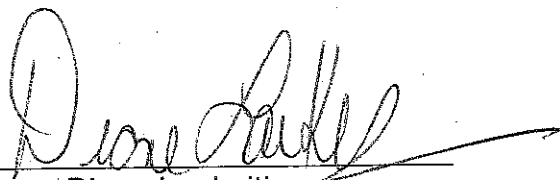
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

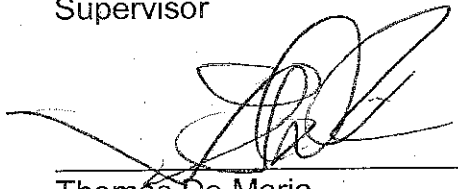
2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

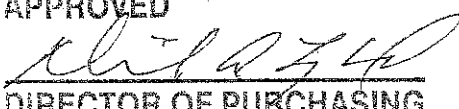
TOWN OF HEMPSTEAD

EAST ROCKAWAY
AUXILIARY POLICE UNIT

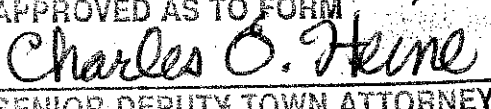

Insp. Diane Laukaitis
Commanding Officer – Unit 111

Donald X. Clavin, Jr.
Supervisor


Thomas De Maria
Commissioner of Public Safety

APPROVED


DIRECTOR OF PURCHASING
3/2/2020

APPROVED AS TO FORM


SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020


RICHARD A. RAMOS

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and LYNBROOK AUXILIARY POLICE UNIT #110, with offices at 15 Kowall Place, Lynbrook, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.


2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

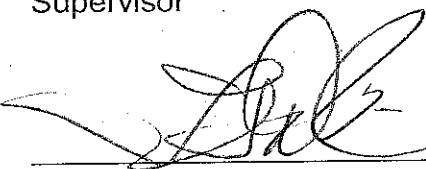
TOWN OF HEMPSTEAD

LYNBROOK
AUXILIARY POLICE UNIT

Donald X. Clavin, Jr.
Supervisor




Lt. David Penso
Commanding Officer – Unit 110



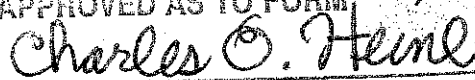
Thomas De Maria
Commissioner of Public Safety

APPROVED



DIRECTOR OF PURCHASING
3/2/2020

APPROVED AS TO FORM



SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020



RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and ROCKVILLE CENTRE AUXILIARY POLICE UNIT #118, with offices at 130 S. Park Avenue, Apartment 1FF, Rockville Centre, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

ROCKVILLE CENTRE
AUXILIARY POLICE UNIT

Edward Mussini
Captain Edward Mussini
Commanding Officer – Unit 118

Donald X. Clavin, Jr.
Supervisor

[Signature]

Thomas De Maria
Commissioner of Public Safety

[Signature]
RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

APPROVED
[Signature]

DIRECTOR OF PURCHASING
2/2/2020

APPROVED AS TO FORM
Charles O. Heine

SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and STEWART MANOR AUXILIARY POLICE UNIT #105, with offices at 117 Dorset Avenue, Albertson, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

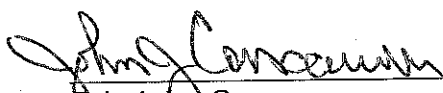
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

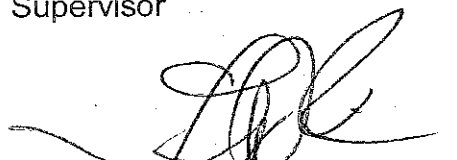
IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

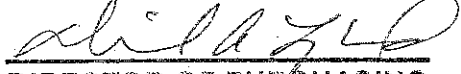
STEWART MANOR
AUXILIARY POLICE UNIT


D.I. John Concannon
Commanding Officer – Unit 105

Donald X. Clavin, Jr.
Supervisor


Thomas De Maria
Commissioner of Public Safety

APPROVED



DIRECTOR OF PURCHASING
3/2/2020



RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and VALLEY STREAM AUXILIARY POLICE UNIT #108, with offices at 36 Salem Road, Valley Stream, New York hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

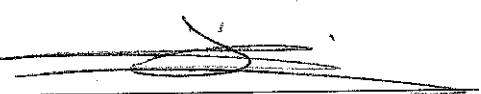
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

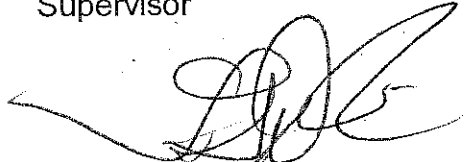
IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

VALLEY STREAM
AUXILIARY POLICE UNIT



Sgt. Rashid Khan
Commanding Officer – Unit 108

Donald X. Clavin, Jr.
Supervisor



Thomas De Maria
Commissioner of Public Safety

APPROVED



DIRECTOR OF PURCHASING

3/2/2020

APPROVED AS TO FORM



SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020


RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption.

RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AGREEMENTS WITH VARIOUS CIVIL DEFENSE AUXILIARY POLICE UNITS LOCATED WITHIN THE UNINCORPORATED AREAS OF THE TOWN OF HEMPSTEAD.

WHEREAS, Civil Defense Auxiliary Police perform many police activities, such as crowd control, crossing guards, and traffic control, which will allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Civil Defense Auxiliary Police preserve the public peace and good order and promote the safety and general welfare of the community, and

WHEREAS, this Town Board deems the activities of the Civil Defense Auxiliary Police to be in the public interest of the inhabitants of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized and directed to execute agreements between the Town of Hempstead and the Baldwin, Bellmore, East Meadow, Elmont, Five Towns (Unit 109), Lakeview, Levittown, Merrick, North Bellmore, Oceanside, Point Lookout, Roosevelt, Seaford, South Hempstead, Uniondale, Wantagh, and West Hempstead Civil Defense Auxiliary Units, wherein the said Civil Defense Auxiliary Police Units will continue to perform their many routine police activities, such as crowd control, crossing guards, and traffic control and the Town will pay to said Civil Defense Auxiliary Police Units the sum of \$2,000.00 each, which sum will be used by each unit to recruit, equip, and train its members; and BE IT FURTHER

RESOLVED, that said sums of money to be paid to said Civil Defense Auxiliary Police Units in 2020 shall be charged against and paid out of Civil Defense, Account No. 010-002-3640-4790 for a total of \$34,000.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

21937

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and BALDWIN AUXILIARY POLICE UNIT #123, with offices at 23 Buttercup Lane, Levittown, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

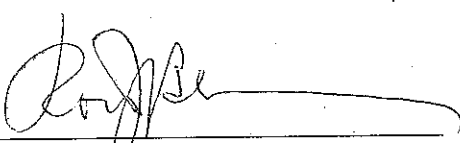
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

BALDWIN
AUXILIARY POLICE UNIT



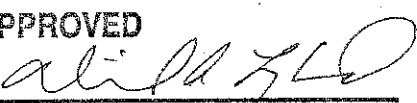
Captain Roy Behrman
Commanding Officer – Unit 123

Donald X. Clavin, Jr.
Supervisor

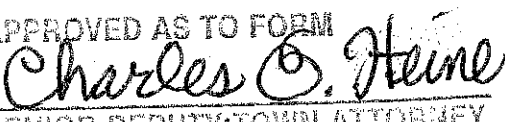


Thomas De Maria
Commissioner of Public Safety


RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

APPROVED


DIRECTOR OF PURCHASING
2/2/2020

APPROVED AS TO FORM


SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and BELLMORE AUXILIARY POLICE UNIT #130, with offices at 11 Verona Place, Valley Stream, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

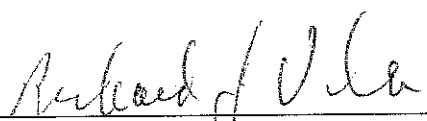
2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

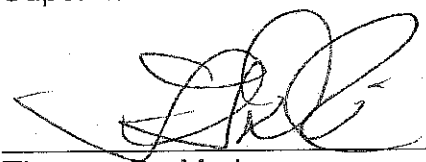
TOWN OF HEMPSTEAD

BELLMORE
AUXILIARY POLICE UNIT


Donald X. Clavin, Jr.
Supervisor



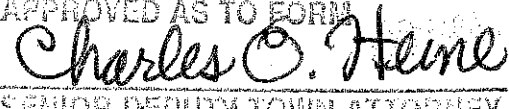
Inspector Richard Vela
Commanding Officer – Unit 130



Thomas De Maria
Commissioner of Public Safety

APPROVED


DIRECTOR OF PURCHASING
3/2/2020

APPROVED AS TO FORM


SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020


RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and EAST MEADOW AUXILIARY POLICE UNIT #126, with offices at 1927 McKinley Avenue, East Meadow, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

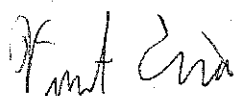
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

EAST MEADOW
AUXILIARY POLICE UNIT

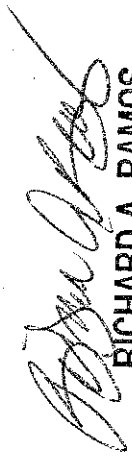


Captain Vincent Cino
Commanding Officer – Unit 126

Donald X. Clavin, Jr.
Supervisor



Thomas De Maria
Commissioner of Public Safety



RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

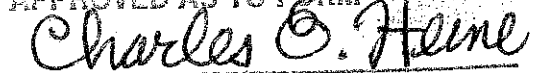
APPROVED



DIRECTOR OF PURCHASING

2/2/2020

APPROVED AS TO FORM



SENIOR DEPUTY TOWN ATTORNEY

DATE 2/27/2020

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and ELMONT AUXILIARY POLICE UNIT #104, with offices at 428 Maple Street, West Hempstead, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

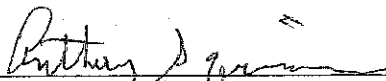
2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

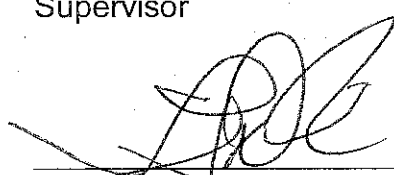
TOWN OF HEMPSTEAD

ELMONT
AUXILIARY POLICE UNIT

Donald X. Clavin, Jr.
Supervisor



Lieutenant Anthony Squicciarino
Commanding Officer – Unit 104



Thomas De Maria
Commissioner of Public Safety


APPROVED




DIRECTOR OF PURCHASING

3/2/2020

APPROVED AS TO FORM



Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020



RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and FIVE TOWNS AUXILIARY POLICE UNIT #109, with offices at 968 E. Broadway, Woodmere, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

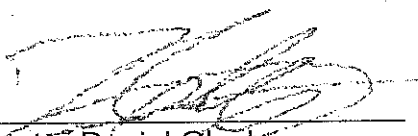
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

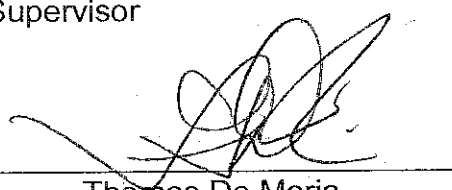
IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

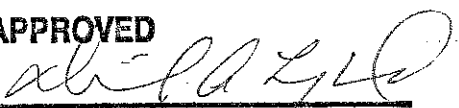
FIVE TOWNS
AUXILIARY POLICE UNIT


Inspector Daniel Gluck
Commanding Officer – Unit 109

Donald X. Clavin, Jr.
Supervisor


Thomas De Maria
Commissioner of Public Safety


RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

APPROVED

DIRECTOR OF PURCHASING
3/2/2020

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and LAKEVIEW AUXILIARY POLICE UNIT #117, with offices at 428 Maple Street, West Hempstead, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

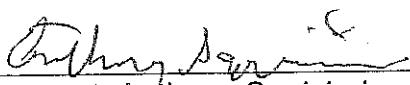
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

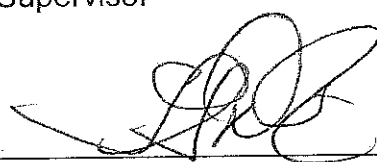
IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

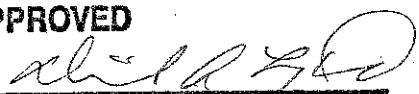
LAKEVIEW
AUXILIARY POLICE UNIT


Lieutenant Anthony Squicciarino
Commanding Officer – Unit 117

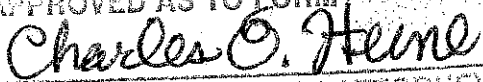
Donald X. Clavin, Jr.
Supervisor




Thomas De Maria
Commissioner of Public Safety

APPROVED


DIRECTOR OF PURCHASING
3/2/2020

APPROVED AS TO FORM


SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020


RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and LEVITTOWN AUXILIARY POLICE UNIT #129, with offices at 14 Honeysuckle Road, Levittown, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

LEVITTOWN
AUXILIARY POLICE UNIT

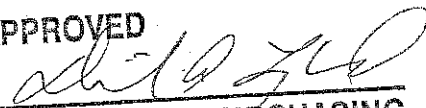
Donald X. Clavin, Jr.
Supervisor




Sergeant Richard Horan
Commanding Officer – Unit 129



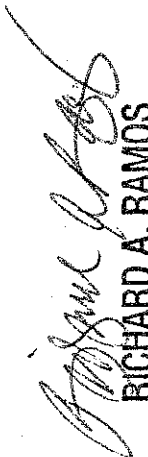
Thomas De Maria
Commissioner of Public Safety

APPROVED


DIRECTOR OF PURCHASING
3/2/2020

APPROVED AS TO FORM


SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020



RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and MERRICK AUXILIARY POLICE UNIT #128, with offices at 1927 McKinley Avenue, East Meadow, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

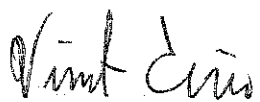
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

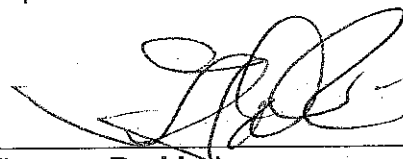
TOWN OF HEMPSTEAD

MERRICK
AUXILIARY POLICE UNIT



Captain Vincent Cino
Commanding Officer – Unit 128

Donald X. Clavin, Jr.
Supervisor



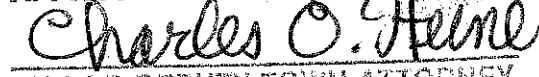
Thomas De Maria
Commissioner of Public Safety

APPROVED

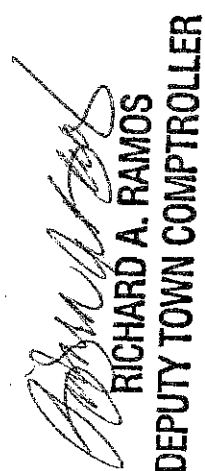


DIRECTOR OF PURCHASING
2/2/2020

APPROVED AS TO FORM



SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020



RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and NORTH BELLMORE AUXILIARY POLICE UNIT #131, with offices at 11 Verona Place, Valley Stream, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

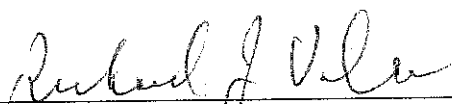
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

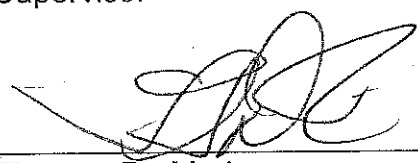
IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.


TOWN OF HEMPSTEAD

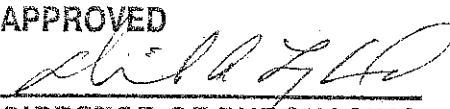
NORTH BELLMORE
AUXILIARY POLICE UNIT


Inspector Richard Vela
Commanding Officer – Unit 131

Donald X. Clavin, Jr.
Supervisor


Thomas De Maria
Commissioner of Public Safety


RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

APPROVED

DIRECTOR OF PURCHASING
3/2/2020

APPROVED AS TO FORM
Charles B. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and OCEANSIDE AUXILIARY POLICE UNIT #119, with offices at 968 E. Broadway, Woodmere, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

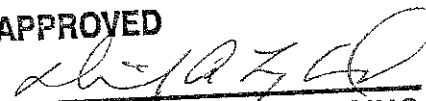
OCEANSIDE
AUXILIARY POLICE UNIT

Donald X. Clavin, Jr.
Supervisor


Inspector Daniel Gluck
Commanding Officer – Unit 119


Thomas De Maria
Commissioner of Public Safety


RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

APPROVED

DIRECTOR OF PURCHASING
3/2/2020

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and POINT LOOKOUT AUXILIARY POLICE UNIT #121, with offices at 968 E. Broadway, Woodmere, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:


5. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

6. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
7. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
8. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

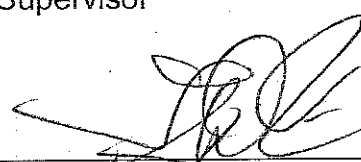
IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

POINT LOOKOUT
AUXILIARY POLICE UNIT



Inspector Daniel Gluck
Commanding Officer – Unit 121

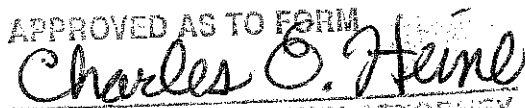
Donald X. Clavin, Jr.
Supervisor



Thomas De Maria
Commissioner of Public Safety


RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

APPROVED

DIRECTOR OF PURCHASING
3/2/2020

APPROVED AS TO FORM

SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and ROOSEVELT AUXILIARY POLICE UNIT #124, with offices at 23 Buttercup Lane, Levittown, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

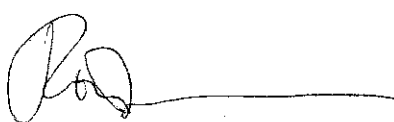
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

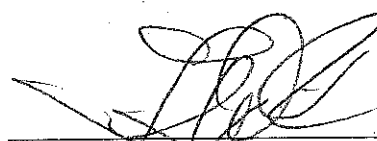
TOWN OF HEMPSTEAD

ROOSEVELT
AUXILIARY POLICE UNIT



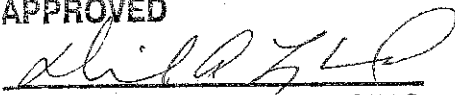
Captain Roy Behrman
Commanding Officer – Unit 124

Donald X. Clavin, Jr.
Supervisor

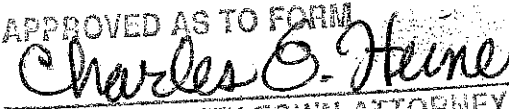


Thomas De Maria
Commissioner of Public Safety


RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

APPROVED


DIRECTOR OF PURCHASING
3/2/2020

APPROVED AS TO FORM


SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and SEAFORD AUXILIARY POLICE UNIT #133, with offices at 2627 Ocean Avenue, Seaford, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

SEAFORD
AUXILIARY POLICE UNIT



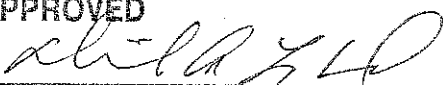
Sergeant Chun Wong
Commanding Officer – Unit 133

Donald X. Clavin, Jr.
Supervisor



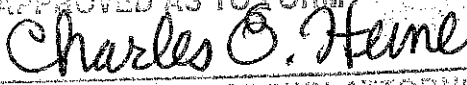
Thomas De Maria
Commissioner of Public Safety

APPROVED



 DIRECTOR OF PURCHASING
 3/2/2020

APPROVED AS TO FORM



 SENIOR DEPUTY TOWN ATTORNEY
 DATE 2/27/2020


 RICHARD A. RAMOS
 DEPUTY TOWN COMPTROLLER

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and SOUTH HEMPSTEAD AUXILIARY POLICE UNIT #138, with offices at 609 Woodland Drive, South Hempstead, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

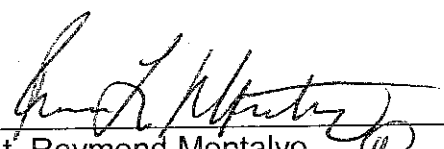
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.


TOWN OF HEMPSTEAD


SOUTH HEMPSTEAD
AUXILIARY POLICE UNIT

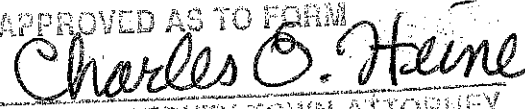

Lt. Raymond Montalvo
Commanding Officer – Unit 138

Donald X. Clavin, Jr.
Supervisor


Thomas De Maria
Commissioner of Public Safety


RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

APPROVED

DIRECTOR OF PURCHASING
3/2/2020

APPROVED AS TO FORM

SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and UNIONDALE AUXILIARY POLICE UNIT #122, with offices at 23 Buttercup Lane, Levittown, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

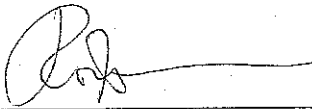
2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.


TOWN OF HEMPSTEAD

UNIONDALE
AUXILIARY POLICE UNIT

Donald X. Clavin, Jr.
Supervisor

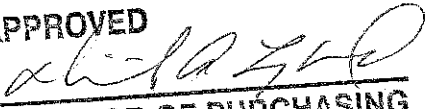


Captain Roy Behrman
Commanding Officer – Unit 122

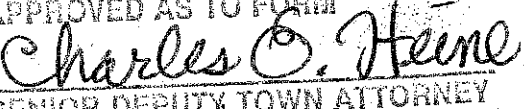


Thomas De Maria
Commissioner of Public Safety


RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

APPROVED


DIRECTOR OF PURCHASING
3/2/2020

APPROVED AS TO FORM


SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and WANTAGH AUXILIARY POLICE UNIT #132, with offices at 1927 McKinley Avenue, East Meadow, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

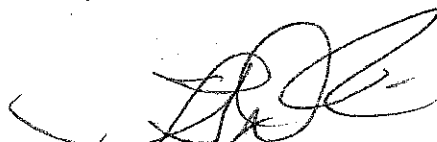
TOWN OF HEMPSTEAD

WANTAGH
AUXILIARY POLICE UNIT



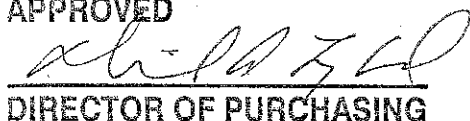
Captain Vincent Cino
Commanding Officer – Unit 132

Donald X. Clavin, Jr.
Supervisor



Thomas De Maria
Commissioner of Public Safety

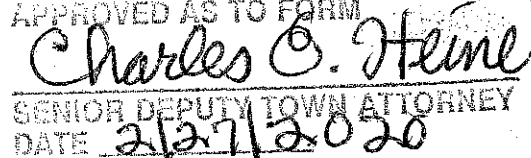
APPROVED



DIRECTOR OF PURCHASING

3/2/2020

APPROVED AS TO FORM



SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020



RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

AGREEMENT, made this _____ of _____, 2020, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and WEST HEMPSTEAD AUXILIARY POLICE UNIT #116, with offices at 428 Maple Street, West Hempstead, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

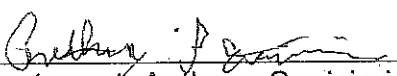
2. The Town will pay to the Auxiliary the sum of Two Thousand Dollars (\$2,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.


TOWN OF HEMPSTEAD

WEST HEMPSTEAD
AUXILIARY POLICE UNIT

Donald X. Clavin, Jr.
Supervisor

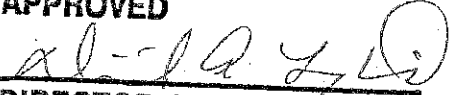


Lieutenant Anthony Squicciarino
Commanding Officer – Unit 116




Thomas De Maria
Commissioner of Public Safety


RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

APPROVED


DIRECTOR OF PURCHASING
3/2/2020

APPROVED AS TO FORM


SENIOR DEPUTY TOWN ATTORNEY
DATE 2/27/2020

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING THE PROPOSAL OF THE NEW YORK STATE INDUSTRIES FOR THE DISABLED (NYSID) FOR THE YEARLY REQUIREMENTS FOR DOCUMENT SHREDDING PROGRAM

WHEREAS, §162 of the New York State Finance Law established the "Preferred Source Program" to advance the special social and economic goals of certain organizations servicing certain constituent populations, such as workers with disabilities and provide them an opportunity to provide goods and services to New York State agencies, political subdivisions, and public benefit corporations without the requirement for competitive bidding; and

WHEREAS, the Town of Hempstead is bound to utilize the process set forth in §162 of the New York State Finance Law; and

WHEREAS, NYSID facilitated a proposal from its membership organization American Security Shredding for \$2250.00 per program, for a total of \$9,000.00 for four (4) additional programs for the calendar year 2020; and

WHEREAS, the proposal falls within the parameters established by law; and

WHEREAS, it is in the public interest to accept the proposal of American Security Shredding Corp. as a membership agency of NYSID for the Yearly Requirements for Document Shredding Program;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner, be and is hereby authorized to accept the proposal of NYSID, 352 Seventh Avenue, Suite 201, New York, NY 10001 and its' member agency, American Security Shredding Corp., 396 Brown Court, P.O Box 402, Oceanside, New York 11572 for the Yearly Requirements for Document Shredding Program; and

BE IT FURTHER

RESOLVED, that all monies due and owing in connection with this contract shall be paid out of Refuse Disposal District Other Disposal Fees Account #301-0006-03010-4590.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 15

Case # 6527+17083

CASE NO

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF GENERAL SERVICES TO ACCEPT THE PROPOSAL FOR FORTY-EIGHT MONTHS FOR THE RENTAL OF THE DP12KR INLINE POSTAGE METERING SYSTEM BY DATA-PAC MAILING SYSTEMS CORP., IN USE BY THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION SERVICES DIVISION, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, NEW YORK.

WHEREAS, Data-Pac Mailing Systems Corp. submitted a proposal for forty eight months for the Rental of the DP12KR Inline Postage Metering System in by the Department of General Services, Reproduction Services Division. The equipment covered under this contract is as follows.

<u>Description</u>	<u>Price</u>	<u>Annual Amount</u>
DP12KR Inline Postage Meter	\$ 137.00/Month	\$1644.00

WHEREAS, said proposal is for the Rental of the DP12KR Inline Postage Meter is effective for forty-eight months upon award.

WHEREAS, this Town Board, after due deliberation deems that the proposal for the Rental of the DP12KR, submitted by Data-Pac Mailing Systems Corp., is reasonable and in the best interest of the public;

NOW THEREFORE, BE IT

RESOLVED, that the Commissioner of General Services be and is hereby authorized to accept the forty-eight month proposal for the Rental of the DP12RK Inline Postage Meter in use by the Department of General Services, Reproduction Services Division as submitted by Data-Pac Mailing Systems Corp., Mailing Address: 1217 Bay Road, Webster NY 14580 Billing Address:1217 Bay Road, Webster NY 14580; at an annual amount of One Thousand Six Hundred Forty Four Dollars and Zero Cents (\$1,644.00), with forty-eight monthly payments of One Hundred Thirty Seven Dollar and Zero Cents (\$137.00), payable in arrears to be charged against Department of General Services Account No. 010-001-1490-4250 Rental of Major Office Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 16

Case # 17437

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF GENERAL SERVICES TO ACCEPT THE PROPOSAL FOR A THREE YEAR SOFTWARE MAINTENANCE AGREEMENT FOR THE DATA- PAC RESETTABLE METER BASE, BY DATA-PAC MAILING SYSTEMS CORP. IN USE BY THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION SERVICES DIVISION, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, NEW YORK.

WHEREAS, Data-Pac Mailing Systems Corp. submitted a proposal for a three year Software Maintenance Agreement for the Data- Pac Resettable Meter Base in use by the Department of General Services, Reproduction Services Division.

<u>DESCRIPTION</u>	<u>BILL CYCLE</u>	<u>ANNUAL AMOUNT</u>
Software Maintenance	Annually	\$295.00 Year One
Software Maintenance	Annually	\$495.00 Year Two
Software Maintenance	Annually	\$495.00 Year Three

WHEREAS, said quote for software maintenance agreement for the Data-Pac Resettable Meter Base is effective upon award for three years.

WHEREAS, this Town Board, after due deliberation deems that the three year Software Maintenance Agreement for the Data-Pac Resettable Meter Base proposal submitted by Data-Pac Mailing Systems Corp. is reasonable and in the best interest of the public;

NOW THEREFORE, BE IT

RESOLVED, that the Commissioner of General Services be and is hereby authorized to accept the proposal for a three year Software Maintenance Agreement for the Data-Pac Resettable Meter Base in use by the Department of General Services, Reproduction Services Division as submitted by Data-Pac Mailing Systems Corp., Mailing Address: 1217 Bay Road, Webster NY 14580, Billing Address: 1217 Bay Road, Webster NY 14580, at an annual amount of Two Hundred And Ninety Five Dollars And Zero Cents (\$295.00) for year one, Four Hundred And Ninety Five Dollars And Zero Cents (\$495.00) for year two, and Four Hundred And Ninety Five Dollars And Zero Cents (\$495.00) for year three, payable in arrears, to be charged against Department of General Services Account No.010-001-1490-4030. Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 17
Case # 17437

DATA-PAC MAILING SYSTEMS CORP.
Software Maintenance AGREEMENT

Software Maintenance Agreement between DATA-PAC MAILING SYSTEMS CORP. ("DATA-PAC") and the end-user licensee of Data-Pac software products signing below ("LICENSEE").

I. DEFINITIONS.

1.1 "Licensed Software" means the DATA-PAC software product(s) listed in the License Agreement to which the LICENSEE is a party.

1.2 "Update" means a new release of the Licensed Software made available by DATA-PAC to end users of the Licensed Software, containing bug fixes, minor modifications or enhancements, or reflecting U.S. Postal Service rate changes, but not a new version containing significant new features, as determined by DATA-PAC in its sole discretion.

1.3 "License Agreement" means the end-user License Agreement relating to the Licensed Software to which LICENSEE is a party.

II. UPDATE SERVICE.

2.1 **Updates.** During any annual period for which LICENSEE has paid the annual Update subscription fee specified in Section 2.2, LICENSEE shall be provided with any Updates produced by DATA-PAC at no additional charge. Nothing herein shall convey any rights to LICENSEE with respect to any new version of the Licensed Software.

2.2 **Fees for Updates.** The annual fee for Updates services will be \$ 295.00 per year. DATA-PAC will invoice LICENSEE for Update services for twelve (12) months. If LICENSEE pays the annual Update subscription fee within thirty (30) days after invoice, DATA-PAC shall provide such Update services for such twelve (12) month period. If LICENSEE does not timely pay the annual Update subscription fee, then DATA-PAC shall have no further obligation to provide Updates to LICENSEE. DATA-PAC will invoice LICENSEE annually for the Update subscription fee for so long as LICENSEE pays the annual Update subscription fee. If LICENSEE timely pays the annual Update subscription fee, DATA-PAC's Update services will continue for that annual period. If LICENSEE does not timely pay the annual Update subscription fee, then DATA-PAC shall have no further obligation to provide Updates to LICENSEE. If LICENSEE allows the Update service to lapse, it may not reinstate Update services unless it first pays all Update subscription fees for the lapsed period.

2.3 **Version Support.** Following release of a new version of the Licensed Software, DATA-PAC will support the previous version for twelve (12) months or until the end of the term of this Agreement, whichever comes sooner.

2.4 **No Installation Services.** DATA-PAC's Update service does not include installation services or other technical support with respect to the Updates. If LICENSEE requires assistance, LICENSEE should contact the dealer from whom LICENSEE obtained the Licensed Software.

III. LICENSE AGREEMENT.

3.1 Each Update delivered to LICENSEE pursuant to this Agreement shall be considered part of the Licensed Software and subject to all terms and conditions of the License Agreement.

IV. PROPRIETARY RIGHTS.

4.1 **Proprietary Rights.** The Updates and Licensed Software are owned by DATA-PAC and/or its suppliers and is copyrighted and proprietary in nature. The Updates and Licensed Software is being licensed, not sold to LICENSEE. LICENSEE shall respect such proprietary rights and shall not use such Updates or Licensed Software except as permitted by this Agreement and shall not decompile, disassemble or reverse engineer the Updates or Licensed Software, and shall not reproduce, print, sublicense, duplicate, sell, distribute, rent, or disclose or otherwise make the Updates or Licensed Software available to any third party, in whole or in part, in whatever form.

4.2 **Confidentiality.** LICENSEE shall hold the Updates and Licensed Software in confidence, using at least the same precautions and degree of care it uses to protect its own confidential information, but no less than reasonable care.

V. LIMITED WARRANTY; LIMIT OF LIABILITY.

5.1 **Limited Warranty.** DATA-PAC warrants to LICENSEE that the Updates will perform substantially in accordance with the accompanying written materials for a period of 90 days from the date of installation. DATA-PAC's entire liability and LICENSEE's exclusive remedy shall be, at DATA-PAC's option, either repair or replacement of the Update that does meet this Limited Warranty. Claims under this Limited Warranty must be received by DATA-PAC during the ninety-day period. Any repaired or replaced Update shall be warranted for the remainder of the original 90-day warranty period or 30 days from the date of receipt, whichever is longer. This Limited Warranty applies only to the LICENSEE and does not apply to failures caused by abuse, misuse or casualty loss, including power outages and surges.

5.2 NO OTHER WARRANTY. DATA-PAC DOES NOT WARRANT THAT THE UPDATES WILL BE FREE FROM ALL BUGS, ERRORS AND OMISSIONS. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5.1, DATA-PAC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO ANY UPDATE, LICENSED SOFTWARE AND/OR RELATED MATERIALS FURNISHED BY DATA-PAC.

5.3 NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL DATA-PAC BE LIABLE FOR ANY LOST PROFITS, LOST DATA, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FAILURE TO FURNISH, OR USE OF ANY UPDATE OR LICENSED SOFTWARE AND/OR RELATED MATERIAL AND/OR DEVICE. IN ANY CASE, DATA-PAC TOTAL LIABILITY SHALL BE LIMITED TO THE PRICE PAID BY LICENSEE PURSUANT TO THIS UPDATE SUBSCRIPTION AGREEMENT.

VI. TERMINATION.

6.1 DATA-PAC shall have the right to terminate this Agreement and all rights and licenses granted to LICENSEE hereunder immediately upon notice to LICENSEE if LICENSEE breaches Section 4.1 or 4.2 of this Agreement. In the event of such termination, all rights of LICENSEE shall terminate and automatically revert to DATA-PAC and LICENSEE shall forthwith discontinue all use of the Updates and Licensed Software and return to DATA-PAC all copies of the Updates and Licensed Software and all related materials in LICENSEE's possession or control.

VII. GENERAL.

7.1 This Agreement constitutes the entire agreement between DATA-PAC and LICENSEE regarding the subject matter hereof. If any provision is found to be invalid by a court of competent jurisdiction, the balance of the provisions shall remain in full force and effect. The failure or omission of either party hereto to insist, in any instance, upon strict performance by the other party of any term or provision of this Agreement or to exercise any of its rights hereunder shall not be deemed to be a modification of any term hereof or a waiver or relinquishment of the future performance of any such term of provision by such party, nor shall such failure of omission constitute a waiver of the right of such party to insist upon future performance by the other party of any such term of provision.

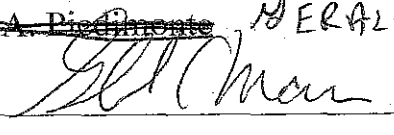
7.2 THIS AGREEMENT IS GOVERNED BY THE LAWS OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW DOCTRINE. THIS AGREEMENT IS A LICENSE AND IS NOT A SALE OF GOODS. NEITHER ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE OR THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT BE APPLICABLE TO THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, COMMENCED BY EITHER OF THEM, WHICH IN ANY WAY ARISES OUT OF OR IN ANY WAY IS CONNECTED, WHETHER DIRECTLY OR INDIRECTLY, WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

7.3 All notices and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be delivered either personally or by facsimile or recognized air courier service and shall be deemed effectively received upon actual receipt thereof by the party to be notified. Either party may change its address for the receipt of such notices by giving written notice to the other party in the manner herein provided. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which, together, will constitute one and the same instrument.

LICENSEE

Print Entity Name: **Town of Hempstead NY - DGS Reproduction Services Division**

Print Name ~~James A. Piedimonte~~ **BERAZO C. MACIWO**

Signature  **2/19/2020**

Title: Director of Reproduction Services

Email address: jpiedimonte@tohmail.org

Telephone: 516-812-3349

Address:

DGS Reproduction Services Division
Town of Hempstead
350 Front Street, Room 219a
Hempstead, NY 11550

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF GENERAL SERVICES TO ACCEPT THE PROPOSAL FOR A THREE YEAR ON-CALL EQUIPMENT MAINTENANCE AGREEMENT FOR THE DATA- PAC RESETTABLE METER BASE, BY DMT SOLUTIONS GLOBAL CORPORATION DBA BLUECREST IN USE BY THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION SERVICES DIVISION, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, NEW YORK.

WHEREAS, DMT Solutions Global Corporation d/b/a BlueCrest submitted a proposal for a three year On-Call Equipment Maintenance and Service for the Data- Pac Resettable Meter Base in use by the Department of General Services, Reproduction Services Division. The equipment covered under the agreement is as follows:

<u>DESCRIPTION</u>	<u>BILL CYCLE</u>	<u>ANNUAL AMOUNT</u>
On-Call Equipment Maintenance	Annually	\$1,606.00 Year One
On-Call Equipment Maintenance	Annually	\$1,606.00 Year Two
On-Call Equipment Maintenance	Annually	\$1,606.00 Year Three

WHEREAS, said quote is for an on-call equipment maintenance and service for the Data-Pac Resettable Meter Base is effective upon award for three years.

WHEREAS, this Town Board, after due deliberation deems that the three year On-Call Equipment Maintenance and Service for the Data-Pac Resettable Meter Base proposal submitted by DMT Solutions Global Corporation d/b/a BlueCrest, is reasonable and in the best interest of the public;

NOW THEREFORE, BE IT

RESOLVED, that the Commissioner of General Services be and is hereby authorized to accept the proposal for a three year On-Call Equipment Maintenance and Service for the Data-Pac Resettable Meter Base in use by the Department of General Services, Reproduction Services Division as submitted by DMT Solutions Global Corporation d/b/a BlueCrest, Mailing Address: 37 Executive Drive Danbury, CT. 06810, Billing Address: PO Box 74007412, Chicago, IL 60674-7412, at an annual amount of One Thousand Six Hundred And Six Dollars And Zero Cents (\$1,606.00) for year one, One Thousand Six Hundred And Six Dollars And Zero Cents (\$1,606.00) for year two, and One Thousand Six Hundred And Six Dollars And Zero Cents (\$1,606.00) for year three, payable in arrears, to be charged against Department of General Services Account No.010-001-1490-4030. Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 18

Case # 17437

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING A DECREASE IN STREET LIGHTING FUND UN-APPROPRIATED FUND BALANCE ACCOUNT, AN INCREASE IN STREET LIGHTING FUND APPROPRIATED FUND BALANCE ACCOUNT, AN INCREASE IN STREET LIGHTING FUND MAINTENANCE & REPAIRS EXPENSE ACCOUNT AND AN INCREASE IN RESTORATION EXPENSE ACCOUNT IN THE TOWN OF HEMPSTEAD STREET LIGHTING DISTRICT FOR THE 2020 BUDGET.

RESOLVED, that the Supervisor be and he hereby is authorized to effect the following:

171-0003-01710 STREET LIGHTING DISTRICT:

DECREASE: 9090	Un-appropriated Fund Balance	\$162,358.00
INCREASE: 5990	Appropriated Fund Balance	\$162,358.00
INCREASE: 4630	Maintenance & Repairs	\$ 23,418.00
INCREASE: 4635	Restoration	\$138,940.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

19

Case #

16048

CASE NO.

RESOLUTION NO.

ADOPTED

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO BANCKER
CONSTRUCTION CORP. FOR CERTAIN ROADWAY RESTORATION
WORK IN THE EAST MEADOW WATER DISTRICT

WHEREAS, In the morning of November 18, 2019 a major water main failure occurred on North Jerusalem Road just east of Bellmore Avenue in East Meadow resulting in a very large section of North Jerusalem Road being damaged; and

WHEREAS, after the water main was repaired Department of Water personnel performed a temporary repair to the roadway to restore vehicle passage; and

WHEREAS, said temporary repair did not provide for a road surface which would allow for safe traffic and roadway maintenance over the extended winter weather months; and

WHEREAS, the Department of Water maintains a requirements contract with Bancker Construction Corp. for the Restoration of Water Utility Trenches and Related Roadways Within the Boundaries of the Town of Hempstead, Nassau County, New York, said contract including items necessary to accomplish the necessary repairs; and

WHEREAS; remaining funding under the original contract award were insufficient to accomplish the necessary extensive repairs on this roadway; and

WHEREAS, said work performed being a capital improvement, payment of the work performed shall be made from the East Meadow Water District Capital Account; and

WHEREAS, the Commissioner of the Department of Water deems the work to be in the public interest to have it performed in a timely manner to restore the roadway to a safely maintainable condition;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and is hereby authorized on behalf of the East Meadow Water District to make payment to Bancker Construction Corp. 218 Blydenburgh Road, P.O. Box 970, Islandia, New York, in the amount of two hundred thirty-two thousand five hundred forty-two dollars and seventy six cents (\$232,542.76) from the East Meadow Water District Capital Improvements Account #502-006-05020-5010

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

20

Case #

17555 + 1179

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION TO AUTHORIZE FUNDING FOR NELSON & POPE ENGINEERING, ARCHITECTURE, & LAND SURVEYING, PLLC. TO FACILITATE VARIOUS NECESSARY CAPITAL PROJECTS FOR THE DEPARTMENT OF GENERAL SERVICES, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Commissioner of General Services (the "Commissioner") has deemed it necessary to retain the services of Nelson & Pope Engineering, Architecture, & Land Surveying, PLLC. to facilitate various necessary capital projects for the Department of General Services, Town of Hempstead, Nassau County, New York (the "Services"); and

WHEREAS, Nelson & Pope Engineering, Architecture, & Land Surveying, PLLC. is duly qualified to perform the Services; and

WHEREAS, the services to be performed by Nelson & Pope Engineering, Architecture, & Land Surveying, PLLC. shall not exceed \$75,000.00 (Seventy Five Thousand Dollars) and is deemed fair and equitable by the Commissioner; and

WHEREAS, this Town Board finds it in the best interests of the Town to retain Nelson & Pope Engineering, Architecture, & Land Surveying, PLLC. to provide the Services.

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller is authorized to pay a total not to exceed \$75,000.00 (Seventy Five Thousand Dollars) to Nelson & Pope Engineering, Architecture, & Land Surveying, PLLC, 572 Walt Whitman Road, Melville, New York 11747 and the sum is to be charged against Capital Projects.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

22

Case #

16530

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID FOR ROAD IMPROVEMENT- BOND COURT, NORTH MERRICK, CLUBHOUSE ROAD, LAKEVIEW ROAD AND STRATFORD COURT BELLMORE, TOWN OF HEMPSTEAD, NEW YORK, PW# 37-19

WHEREAS, the Commissioner of General Services (the "Commissioner") solicited bids for Road Improvement- Bond Court, North Merrick, Clubhouse Road, Lakeview Road, Stratford Court, Bellmore, Town of Hempstead, Nassau County, New York; PW# 37-19 (the "Project"); and

WHEREAS, pursuant to such solicitation, bids were opened and read in the office of the Commissioner on February 13, 2020; and

WHEREAS, the following bids were received and referred to the Engineering Department for examination and report:

Roadwork Ahead	\$1,039,670.00
Stasi Industries	\$1,101,020.00
Stasi Brothers	\$1,110,462.50
Coastal Contracting	\$1,270,565.00

WHEREAS, the Commissioner of the Engineering Department reported that lowest bid was received from Roadwork Ahead, 2168 Kirby Lane Syosset, New York, 11791 in the sum of \$1,039,670.00, and it appears that said bidder is duly qualified and recommends acceptance to the Town Board; and

WHEREAS, consistent with the recommendation of the Commissioner of the Engineering Department, the Town Board desires to authorize the award of a contract for the Project to Roadwork Ahead, as the lowest responsible bidder at its bid price of \$1,039,670.00.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract for the Project to Roadwork Ahead, 2168 Kirby Lane Syosset, New York, 11791 as the lowest responsible bidder at its bid price of \$1,039,670.00; and be it further

RESOLVED, that upon execution of the contract by Roadwork Ahead, the required Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office together with the contract; and be it further

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead the agreement with Roadwork Ahead, and authorizes and directs the Comptroller to pay the actual cost of the Project in accordance with the contract and in the amount not to exceed \$1,039,670.00 with payments to be made from the Town Highway Capital Improvement Funds, Account No. 9571-503-9571-5010.

AYES:

NOES:

Item #

23

Case #

28692

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION ACCEPTING BID
AND AWARDING A FIREWORKS DISPLAY AGREEMENT FOR THE TOWN'S
2020 ANNUAL SALUTE TO VETERANS EVENT**

WHEREAS, the Town's Purchasing Division, on behalf of the Department of Parks and Recreation, advertised for bids for the furnishing of a fireworks display at the Town's upcoming June 27, 2020 Salute to Veterans Event; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Town's Purchasing Division on January 29, 2020 at 11 o'clock in the forenoon; and

WHEREAS, the following bids were received and referred to the Commissioner of the Department of Parks and Recreation for examination and report:

<u>Vendor</u>	<u>Location</u>	<u>Bid</u>
Santore's World Famous Fireworks	P.O. Box #687 Stillwater, NY 12170	\$16,000.00
Special FX Wizard, Inc.	P.O. Box 266 Mastic Beach, NY 11951	\$15,500.00

and

WHEREAS, the Commissioner of the Department of Parks and Recreation has reported that the lowest bid was received from Special FX Wizard, Inc., P.O. Box #266, Mastic Beach, NY 11951, in the sum of \$15,500.00 and has recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified.

NOW, THEREFORE, BE IT

RESOLVED, that the bid of Special FX Wizard, Inc., in connection with the furnishing of a fireworks display at the Town's June 27, 2020 Salute to Veterans Event in the amount of \$15,500.00 be accepted subject to the execution of a Fireworks Display Agreement by it; and

BE IT FURTHER

RESOLVED, that upon execution of the Agreement by the successful bidder and the submission of the required insurance, the Commissioner of the Department of Parks and Recreation be and hereby is authorized to execute the said Fireworks Display Agreement on behalf of the Town of Hempstead; and

BE IT FUTHER

RESOLVED, that the Town Comptroller be and hereby is authorized to make payments under the Fireworks Display Agreement by charging the Department of Parks and Recreation "Fees and Services" Account #3400-007-7110-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 24

Case # 30262

Display Contract



Between: Town of Hempstead
Department of Parks and Recreation.
200 N. Franklin Street
Hempstead, New York 10550
Office: 516-489-5000 ext. 7255
Contact: Barbara Califano-Badler
E-mail: BCalifano@tohmail.org

And: Special FX Wizard Inc.
PO Box 266
Mastic Beach, NY 11951
Office: 631-772-5157
E-mail: Sales@SpecialFXWizard.com

I. CONTRACT:

Whereas both Special FX Wizard Inc., herein referred to as the Vendor and the Town of Hempstead, herein referred to as Sponsor agree that the Vendor shall pending receipt of all required permits, written property owner consent, signed contract and payment in full, produce and display special effects, close pyrotechnics and/or fireworks, herein referred to as the effects as contracted below as indicated on the attached site plan:

Date	Rain Date	Time of Display	Duration (minutes)	Type of Effects	Contract Sub-total	Discount	Contract Total
June 27, 2020	June 28, 2020	9:30 PM	20 Minutes	Fireworks	\$15,500.00	\$0	\$15,500.00

Initial here that the above has been read and confirmed for accuracy: _____

II. PAYMENT SCHEDULE:

Payment of the Total Display Contract for \$15,5000.00, shall be paid by sponsor as follows:

- A deposit of \$7,750.00 due upon the return of the endorsing of this contract, no later than March 31, 2020.
- The balance of \$7,750.00 is due in full 30 days prior to the display date, no later than June 1, 2020.
- A fee of \$100.00, plus 2% interest will be charged to any unpaid balance per month.

III. SERVICE AGREEMENT:

The Contract Total cost above is quoted fob destination at site for the display and transportation of personnel, and equipment. Services that need to be provided and paid for by the sponsor are as follows:

- Include crediting as "Fireworks display by Special FX Wizard" in any advertising including radio announcements, fliers, posters, banners, press release, event programs, etc. Artwork will be provided for such purposes.
- Security upon arrival until departure of Display areas, Discharge Sites and Fallout Areas, including any fencing and/or crowd control.
- Discharge area mowed/removal of all flammable debris to allow for a safe display. (See site plan)
- Provide 2-way radio and/or cell phone communications to provide a "go" cue.
- Site access, use and detailed clean-up.
- Section V. Local, State and Federal Permits and Regulations.

IV. RESCHEDULE DATE:

In the event the fireworks performance is rescheduled for any reason, Special FX Wizard has reserved June 28, 2020 as an inclement weather date in consideration for a 15% fee per day of the Fireworks Contract total plus all out of pocket expenses. These costs shall be paid by the sponsor upon demand. In any event, the sponsor shall be responsible for full agreement price and those related costs as stated above.

Special FX Wizard Inc.
PO Box 266, Mastic Beach NY 11951
Office: 631-772-5157
E-mail: Sales@SpecialFXWizard.com

V. LOCAL, STATE, FEDERAL PERMITS AND REGULATIONS

The Vendor shall file for all necessary permits, licenses and approvals applicable to this contract. However, the sponsor shall be responsible for the payment of all government fees, fire department and police fees, taxes, including but not limited to, sales, use, excise, entertainment, import charges and bonds for such permits, licenses and approvals for the display and the activities undertaken pursuant to this contract from the appropriate federal, state, and local authorities.

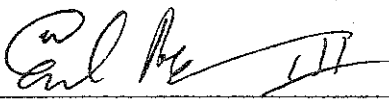
This contract is subject to all federal, state and municipal laws and regulations now in force or which may be enacted before the completion of this contract. Should any municipal, state or federal law or ordinance be passed which prohibits or restricts the performance or operation of the display described herein, the same shall automatically restrict or limit the effects performances described herein accordingly.

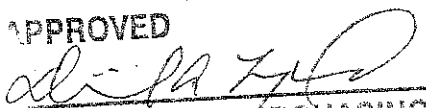
In the event the federal government or other regulatory authorities restricts or prohibits the use of any display effect as set forth herein, preventing the vendor from providing the display as described above, then in such event, the vendor shall substitute an effect of equivalent entertainment value, such substitution shall not constitute a reduction in the contract price.

VI. GENERAL PROVISIONS:

- Neither the Sponsor nor Vendor shall be in default or liable for any type of damages under this Agreement for any Force Majeure event. A Force Majeure Event is any such unforeseen act or event this is beyond the reasonable control of a party that prevents the Sponsor or Vendor from performing and is not the fault of the Sponsor or Vendor; and in addition a Force Majeure Event is also defined as war, government intervention, un-navigable waters or waterways, strikes, inclement weather, fire, explosions, civil disturbance, act of God or the public enemy, military action, terrorist act, unforeseeable or unpreventable lack of materials or equipment.
- Once the contract is signed and the display is then cancelled by the Sponsor for any reason, the Vendor shall be paid one hundred percent (100%) of the total contract price.
- The Vendor shall not be responsible for any weather or atmospheric conditions that may interfere with the display or aesthetic quality of the effects.
- This contract constitutes the entire contract between the parties relating to the subject matter hereof, and may not be changed, modified, renewed, or extended except by a written contract, signed by the party against whom enforcement of change, modification, renewal or extension is sought.
- Special FX Wizard Inc. agrees to procure general liability insurance in the amount of five million dollars and to issue form attached hereto, evidencing such insurance and covering the persons and entities named therein as additional insureds against any claims arising out of the sole negligence of Special FX Wizard Inc. in excess of \$2,500.00 per event.
- This contract shall be interpreted in accordance with and the rights of the parties hereto and shall be determined by, the laws of the State of New York.
- Any and all disputes, controversies, actions, claims, or proceedings arising under, out of, in connection, or relating to the terms of this contract, and amendment thereof, commenced by, between or against any of the parties to this contract shall be commenced and maintained solely in the courts of the State of New York, and by the signing of this contract all parties hereby submit to this same jurisdiction.
- By signing this contract the Sponsor agrees to reimburse the Vendor for any and all costs including but not limited to administrative and attorney fees related to any and all disputes, controversies, actions, claims, and/or proceedings arising under, out of, in connection, or relating to the terms of this contract.

To validate this contract, it must be signed and returned to the Special FX Wizard Inc. on or before March 31, 2020

			3/12/20
Frank Zangla, Commissioner Town of Hempstead	Date	Edward Rubio III President/CEO	Date

APPROVED

DIRECTOR OF PURCHASING
3/17/2020

Special FX Wizard Inc.
PO Box 266, Mastic Beach NY 11951
Office: 631-772-5157
E-mail: Sales@SpecialFXWizard.com

INSURANCE/INDEMNIFICATION AND "GENERAL PROVISIONS" RIDER
Fireworks Display Agreement: March , 2020
Parties: Special FX Wizard Inc. ("FX Wizard")/Town of Hempstead ("Town")
Display Date: June 27, 2020


For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereto hereby acknowledge and confirm their mutual agreement that the fifth bullet point under section VI ("General Provisions") pertaining to insurance of the above referenced Fireworks Display Agreement (a copy of which is annexed hereto) is hereby deleted in its entirety and shall be replaced/superseded by the following insurance and indemnification provisions:

1. Prior to the Display Date, FX WIZARD shall furnish the Town with insurance documentation (satisfactory to the Town) including, without limitation: (i) Commercial General Liability insurance in the amount of not less than \$5,000,000.00 combined limit for bodily injury and property damage per occurrence. Said insurance shall name the Town and its officials as "additional insured" thereunder in connection with the Fireworks Display Agreement.
2. FX WIZARD hereby covenants and agrees to indemnify, hold harmless and defend the Town and its officials, employees and agents from and against any and all liabilities, claims, suits, actions, losses, damages or injury to person or property, judgments, costs disbursements and expenses including, but not limited to, reasonable attorneys' fees and expenses, of whatsoever kind and nature, whether direct or indirect, arising out of or relative to FX WIZARD's performance in connection with the above referenced Fireworks Display Agreement between the parties dated March , 2020 and that such responsibility on the part of FX WIZARD shall not be limited to the insurance coverage herein provided.
3. That the insurance and indemnification provisions set forth in this Rider shall survive the termination/expiration of the subject Fireworks Display Agreement.
4. In addition to the above revisions to the fifth bullet point under Section VI, the parties hereto hereby agree to the following further revisions to Section VI:
 - a. The following supplemental language shall be added to the second bullet point:

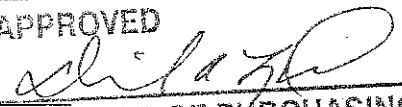
"Sponsor will have up to thirty (30) days from the date of cancellation to request Vendor to reschedule the Fireworks Display. The rescheduled Fireworks Display shall take place no later than six (6) months from the originally scheduled Fireworks Display".
 - b. The last bullet point of Section VI shall be deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have executed this Rider as of the dates set forth respectively below.

SPECIAL FX WIZARD INC.

By: 
Name: Edward Rubio III
Title: President/CEO
Date: 3/12/20

TOWN OF HEMPSTEAD

By: _____
Name: Frank Zangla **APPROVED**
Title: Commissioner
Date: 
DIRECTOR OF PURCHASING
3/17/2020

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID FOR A HYDRO-DYNAMIC SEPERATOR SYSTEM, TOWN OF HEMPSTEAD HIGHWAY YARD, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK, PW# 40-19

WHEREAS, the Commissioner of General Services (the "Commissioner") solicited bids for a Hydrodynamic Separator System located at the Town of Hempstead Highway Yard, Roosevelt, Town of Hempstead, Nassau County, New York; PW# 40-19 (the "Project"); and

WHEREAS, pursuant to such solicitation, bids were opened and read in the office of the Commissioner on January 30, 2020; and

WHEREAS, the following bids were received and referred to the Engineering Department for examination and report:

		CORRECTED
LoDuca Associates	\$466,140.00	
Bitwell GC	\$496,450.00	
Coastal Contracting	\$497,630.00	
Stasi Brothers	\$515,197.00	
Merrick Utility	\$587,700.00	\$610,360
G&M Earth Moving	\$597,700	

WHEREAS, the Commissioner of the Engineering Department reported that lowest bid was received from LoDuca Associates, 113 Division Avenue, Blue Point, New York, 11715 in the sum of \$466,140.00, and it appears that said bidder is duly qualified and recommends acceptance to the Town Board; and

WHEREAS, consistent with the recommendation of the Commissioner of the Engineering Department, the Town Board desires to authorize the award of a contract for the Project to LoDuca Associates, as the lowest responsible bidder at its bid price of \$466,140.00.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract for the Project to LoDuca Associates, 113 Division Avenue, Blue Point, New York, 11715, as the lowest responsible bidder at its bid price of \$466,140.00; and be it further

RESOLVED, that upon execution of the contract by LoDuca Associates, the required Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office together with the contract; and be it further

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead the agreement with LoDuca Associates, and authorizes and directs the Comptroller to pay the actual cost of the Project in accordance with the contract and in the amount not to exceed \$466,140.00 with payments to be made from the Town Highway Capital Improvement Funds, Account No. 9562-503-9562-5010.

AYES:

NOES:

25

Item # _____

Case # 19438

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID TO STASI INDUSTRIES INC. FOR RECONSTRUCTION OF PARKING FIELD W-3, WOODMERE-HEWLETT PUBLIC PARKING DISTRICT, WOODMERE, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW#18-18.

WHEREAS, the Commissioner of General Services (the "Commissioner") solicited bids for the Reconstruction of Parking Field W-3, Woodmere-Hewlett Public Parking District, Woodmere, Town of Hempstead, Nassau County, New York; PW# 18-18 (the "Project"); and

WHEREAS, the bids submitted pursuant to such solicitation were opened and read in the office of the Commissioner on August 23, 2018; and

WHEREAS, the bids were referred to the Engineering Department for examination and report as follows:

		CORRECTIONS
Stasi Industries Inc.	\$525,163.00	\$525,433.00
Allen Industries.	\$536,456.00	
Pioneer Paving	\$630,226.00	\$621,326.00
G&M Earth Moving	\$667,000.00	
Pratt Brothers	\$704,893.00	
Graci Paving	\$718,071.00	

WHEREAS, after a review of the bids, the Commissioner of the Engineering Department reported that lowest bid was received from Stasi Industries Inc., 303 Winding Rd, Old Bethpage, New York 11814 in the corrected sum of \$525,433.00, and it appears that said bidder is duly qualified and recommends acceptance to the Town Board; and

WHEREAS, consistent with the recommendation of the Commissioner of the Engineering Department, the Town Board desires to authorize the award of a contract for the Project to Stasi Industries Inc., as the lowest responsible bidder at its corrected bid price of \$525,433.00; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract for the Project to Stasi Industries Inc., 303 Winding Rd, Old Bethpage, New York 11814, as the lowest responsible bidder at its corrected bid price of \$525,433.00; and be it further

RESOLVED, that upon execution of the contract by Stasi Industries Inc., the required Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office together with the contract; and be it further

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead the agreement with Stasi Industries Inc., and authorizes and directs the Comptroller to pay the cost of the Project in accordance with the contract in an amount not to exceed \$525,433.00 with payments to be made from the Town Highway Capital Improvement Funds, Account Nos: 8623-503-8623-5010 (\$425,433.00) and 8675-503-8675-5010 (\$100,000.00).

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 26
Case # 198

Adopted

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING PAYMENTS TO CERTAIN BOWLING LANE FACILITIES THAT ARE HOSTING THE 2020 ANCHOR PROGRAM BOWLING OUTINGS

WHEREAS, the Town's ANCHOR Program has enjoyed a long-standing working relationship with the following four local area bowling lane facilities which have each periodically hosted numerous ANCHOR bowling outings for approximately thirty (30) years and each of which is very accommodating to the large number of ANCHOR's special needs bowling participants and staff:

- 1. San-Dee Lanes of Malverne
342 Hempstead Avenue
Malverne, NY 11565
- 2. East Meadow Bowl
1840 Front Street
East Meadow, NY 11554
- 3. Rockville Centre Lanes
100 Maple Avenue
Rockville Centre, NY 11570
- 4. Win Bowling Alley Corporation
d/b/a Baldwin Bowl
2407 Grand Avenue
Baldwin, N.Y. 11510

and

WHEREAS, the Department of Parks & Recreation has reviewed its relevant records and has calculated that the average annual aggregate total of claims/invoices for bowling services submitted to the Department by the above four referenced bowling lane facilities for the years 2018 and 2019 was \$48,318.44: and

WHEREAS, in order to ensure the timely payment of claims/invoices submitted by these bowling lane facilities during 2020, the Commissioner of the Department of Parks & Recreation recommends to this Town Board that it grant the Town's Comptroller the authority to make payments of bowling service claim/invoice payments for bowling services rendered to the ANCHOR Program Bowling outings during 2020, to San-Dee Lanes, East Meadow Bowl, Rockville Centre Lanes and Win Bowling Alley Corporation d/b/a Baldwin Bowl in an aggregate amount not to exceed \$50,000.00.

NOW, THEREFORE BE IT

RESOLVED, that the Town Comptroller be and hereby is authorized to make payments of bowling claim/invoice payments for bowling services rendered to the ANCHOR Program Bowling outings during 2020 to San Dee Lanes, East Meadow Bowl, Rockville Centre Lanes and Win Bowling Alley Corporation d/b/a Baldwin Bowl in an aggregate amount not to exceed \$50,000.00; said payments to be made from account #400-0007-71100-4151-Fees & Services.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

27

Case #

16531

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO 1093-2019 AUTHORIZING THE AWARD OF A BID FOR THE 2019 BULKHEAD REPLACEMENT AND OUTFALL REPAIRS TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW# 24-19

WHEREAS, pursuant to Resolution 1093-2019, duly adopted by the Town Board on October 2, 2019 the Town entered into an agreement (the "Original Agreement") with Atlantic Coast Dock Construction Corp. for the 2019 Bulkhead Replacement and Outfall Repair Project, PW# 24-19 utilizing unit prices, in consideration of \$1,184,385.00 (the "Contract Amount"); and

WHEREAS, in the interest of public safety, the Commissioner of the Department of Engineering (the "Commissioner") has recommended that the Town amend the Original Agreement to provide for necessary work at an additional nearby location in order to reconstruct an existing bulkhead in poor condition located at the end of Dewey Street West in East Rockaway (the "Additional Work"); and

WHEREAS, the estimated cost of the sum of the additional unit prices necessary for the Additional Work is approximately \$200,000.00 and the Commissioner recommends amending Resolution 1093-2019 to increase the Contract Amount under the Original Agreement by an amount not to exceed \$200,000.00 (the "Amendment"); and

WHEREAS, this Board finds it to be in the best interest of the Town to authorize the Amendment;

NOW THEREFORE, BE IT

RESOLVED, that the Amendment be and hereby is authorized; and be it further

RESOLVED, that the Commissioner is authorized and directed to execute, on behalf of the Town, the Amendment, all as more particularly set forth in the Amendment, which shall be on file in the Office of the Town Clerk; and be it further

RESOLVED, the Comptroller be and hereby is authorized and directed to pay the costs of the Amendment, at a sum of unit price costs not to exceed \$200,000.00 with payments to be made from the Town Highway Capital Improvement Funds, Account No. 9571-503-9571-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

28

Case #

14822

Case No.

Resolution No.

Adopted

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO ACCEPT A DONATION IN THE AMOUNT OF \$7,500.00 FROM NETFLIX PRODUCTIONS, LLC., AND ALLOCATE SAID DONATION TO SUBSIDIZE THE TOWN'S 2020 SUMMER CONCERT SERIES

WHEREAS, Netflix Productions, LLC. ("NETFLIX") with offices at 359 Kingsland Avenue, Brooklyn, New York 11222 and an independent third party without affiliation of any kind with the Town, sought and received permission from the Town to conduct a film shoot (and park related crew vehicles) at the Town's Lido Beach West Town Park facility on March 12, 2020; and

WHEREAS, the Department of Parks and Recreation has historically requested modest financial donations from companies seeking to film on Town of Hempstead Parks property; and

WHEREAS, with respect to NETFLIX's film shoot of "Halston" at Lido Beach West Town Park, the Department of Parks and Recreation suggested and NETFLIX agreed to make a donation in the sum of \$7,500.00 (the "Donation") to the Town; and

WHEREAS, the Commissioner of the Department of Parks and Recreation respectfully recommends that this Town Board accept the Donation from NETFLIX and further recommends that said Donation be allocated for the benefit of the Town's 2020 Summer Concert Series; and

WHEREAS, the Town desires to accept the Donation for the purpose of subsidizing the Town's 2020 Summer Concert Series.

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead hereby agrees to accept the Donation from NETFLIX for the express purpose of subsidizing the Town's 2020 Summer Concert Series; and

BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Parks and Recreation be and hereby is authorized to deposit the \$7,500.00 Donation into the Contributions Account (#400-007-7110-2705).

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

29

Case #

's 11377-21943

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO J & M INSPECTION SERVICE, INC FOR EXTENSION OF CONTRACT TO PROVIDE INSPECTION AND LAMP REPLACEMENT SERVICE ON ELEVATED WATER STORAGE TANKS IN VARIOUS WATER DISTRICTS OF THE TOWN OF HEMPSTEAD WATER DEPARTMENT

WHEREAS, The Town of Hempstead entered into an agreement with J & M Inspection Service, Inc., P.O. Box 486 Farmingville, NY 11738 for the inspection and lamp replacement on elevated water storage tanks in East Meadow (2), Levittown (2), Lido-Point Lookout, Roosevelt Field and Uniondale Water Districts as authorized by Town Board Resolution 114-2019; and

WHEREAS, said agreement authorized two one year extensions to be made upon the mutual agreement between the Commissioner of the Department of Water and the Contractor; and

WHEREAS, the Commissioner of the Department of Water and J & M Inspection Service have agreed to extend this agreement for the period through December 31, 2020

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor hereby is authorized and directed to make payments under the agreement with J & M Inspection Service, Inc., P.O. Box 486 Farmingville, NY 11738 for said services on a semi-annual basis from the Water Department Account 500-006-8310-4630.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

30

Case #

2247,
2248,
10947, +4236
10946

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MARCH 31, 2020 AUTHORIZING THE FINANCING OF ITS HIGHWAY ROAD IMPROVEMENTS PROJECTS WITHIN THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$40,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$40,000,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION.

The following resolution was offered by _____ who moved its adoption, seconded by _____ to wit:

THE TOWN BOARD OF THE TOWN OF HEMPSTEAD (THE "TOWN"), IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all members of said Town Board) AS FOLLOWS:

Section 1. The applicable provisions of the State Environmental Quality Review Act have been complied with to the extent required for the above titled purpose.

Section 2. The Town is hereby authorized to finance the costs associated with the Town's annual Highway Road Improvement projects (the "Purpose"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$40,000,000, and said amount is hereby appropriated therefor. The financing thereof includes the issuance of \$40,000,000 serial bonds of the Town to finance said appropriation and the levy and collection of taxes on all taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same become due and payable.

Section 3. Serial bonds of the Town in the principal amount of \$40,000,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law") to finance said appropriation.

Section 4. The following additional matters are hereby determined and declared:

- (a) The period of probable usefulness of the Purpose for which said \$40,000,000 serial bonds authorized pursuant to this resolution are to be issued, within the limitations of subdivision 20 of paragraph a of Section 11.00 of the Law, is fifteen (15) years.

Item # 31

Case # 1137

- (b) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years. It is hereby further determined that the foregoing is not an assessable improvement.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be obligations of the Town, payable as to both principal and interest by a general tax levied and collected from all the taxable real property within the Town without limitation of rate or amount. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the Town by appropriation for (a) amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Section 21.00, Section 30.00, Section 50.00, Sections 56.00 to 60.00 and Section 63.00 of the Law, the powers and duties of the Town Board relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the Supervisor, as the chief fiscal officer of the Town.

Section 7. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or

proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute the declaration of the Town's "official intent" to reimburse expenditures authorized by Section 2 with proceeds of the Bonds and notes, as required by United States Treasury Regulation Section 1.150-2.

Section 9. This resolution, when it takes effect, shall be published, in full or in summary form, in "LONG ISLAND BUSINESS NEWS", a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication, together with a notice in substantially the form as prescribed by Section 81.00 of the Law.

Section 10. This resolution is adopted subject to permissive referendum.

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Town Supervisor Donald X. Clavin, Jr.	voting	_____
Councilwoman Dorothy L. Goosby	voting	_____
Councilman Thomas E. Muscarella	voting	_____
Councilman Bruce A. Blakeman	voting	_____
Councilwoman Chris Carini	voting	_____
Councilman Anthony P. D'Esposito	voting	_____
Councilman Dennis Dunne, Sr.	voting	_____

The resolution was declared adopted.

AYES: _____ ()

NOES: _____ ()

I, KATE MURRAY, Town Clerk of the Town of Hempstead, in the County of Nassau, State of New York (the "Town"), HEREBY CERTIFY that this is a true, complete and correct copy of the original bond resolution duly adopted by the Town Board of the Town at a meeting thereof held on the date set forth herein, and at which a quorum was present and acting throughout.

(SEAL)

Kate Murray, Town Clerk
Town of Hempstead

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the resolution a summary of which is published herewith, has been adopted by the Town Board of the Town of Hempstead, Nassau County, New York, on March 31, 2020 subject to permissive referendum and the period of time has elapsed for the submission and filing of a petition for permissive referendum and a valid petition has not been submitted or filed, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Hempstead is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting the validity of such resolution is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MARCH 31, 2020 AUTHORIZING THE FINANCING OF ITS HIGHWAY ROAD IMPROVEMENTS PROJECTS WITHIN THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$40,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$40,000,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION.

Period of probable usefulness: 15 years

Class of objects or purposes: The costs associated with the Highway Road Improvements Projects within the Town

Amount of obligations to be issued: \$40,000,000 bonds

A complete copy of the Bond Resolution summarized above shall be available for public inspection during normal business hours at the Office of the Clerk of the Town of Hempstead, at Town Hall, 1 Washington Street, Hempstead, New York.

Dated: _____, 2020
Hempstead, New York

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the resolution a summary of which is published herewith, has been adopted by the Town Board of the Town of Hempstead, Nassau County, New York, on March 31, 2020 subject to permissive referendum and the period of time has elapsed for the submission and filing of a petition for permissive referendum and a valid petition has not been submitted or filed, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Hempstead is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting the validity of such resolution is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MARCH 31, 2020 AUTHORIZING THE FINANCING OF ITS HIGHWAY ROAD IMPROVEMENTS PROJECTS WITHIN THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$40,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$40,000,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION.

Period of probable usefulness: 15 years

Class of objects or purposes: The costs associated with the
Highway Road Improvements
Projects within the Town

Amount of obligations to be issued: \$40,000,000 bonds

A complete copy of the Bond Resolution summarized above shall be available for public inspection during normal business hours at the Office of the Clerk of the Town of Hempstead, at Town Hall, 1 Washington Street, Hempstead, New York.

Dated: _____, 2020
Hempstead, New York

ESTOPPEL CERTIFICATE OF THE TOWN CLERK

I, KATE MURRAY, Town Clerk of the Town of Hempstead, in the County of Nassau, New York (the "Town"), HEREBY CERTIFY as follows:

That a resolution of the Town Board of said Town entitled:

" BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MARCH 31, 2020 AUTHORIZING THE FINANCING OF ITS HIGHWAY ROAD IMPROVEMENTS PROJECTS WITHIN THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$40,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$40,000,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION,"

and such resolution contained an estoppel clause as permitted by Section 80.00 of the Local Finance Law of the State of New York (the "Law") and that a notice setting forth the information required by Section 81.00 of the Law together with a copy of such resolution was published as required by law.

To the best of my knowledge, no action, suit or proceeding contesting the validity of the obligations authorized by such resolution was commenced within twenty days from the date of publication of such resolution and notice, or at any other time since said publication.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town this ____ day of _____, 2020.

Kate Murray, Town Clerk
Town Of Hempstead

CASE NO.
RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE RECEIVER OF TAXES TO ACCEPT THE PROPOSAL FOR FORTY-EIGHT MONTHS FOR THE RENTAL OF THE DP12KR INLINE POSTAGE METERING SYSTEM BY DATA-PAC MAILING SYSTEMS CORP.

WHEREAS, Data-Pac Mailing Systems Corp. submitted a proposal for forty eight months for the Rental of the DP12KR Inline Postage Metering System for use in the Office of Receiver of Taxes The equipment covered under this contract is as follows:

<u>Description</u>	<u>Annual Amount</u>
DP12KR Inline Postage Meter	\$1644.00

WHEREAS, said proposal is for the Rental of the DP12KR Inline Postage Meter is effective for forty-eight months upon award; and

WHEREAS, this Town Board, after due deliberation deems that the proposal for the Rental of the DP12KR, submitted by Data-Pac Mailing Systems Corp., is reasonable and in the best interest of the public; now

THEREFORE, BE IT

RESOLVED, that the Receiver of Taxes or her Deputy be and is hereby authorized to accept the forty-eight month proposal for the Rental of the DP12RK Inline Postage Meter for use in the Office of Receiver of Taxes as submitted by Data-Pac Mailing Systems Corp., Mailing Address: 1217 Bay Road, Webster NY 14580; Billing Address: 1217 Bay Road, Webster NY 14580; at an annual amount of One Thousand Six Hundred Forty Four Dollars and Zero Cents (\$1,644.00), to be charged against Receiver of Taxes Account No. 010-001-1330-4250 Rental of Major Office Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

32

Case #

2964

CASE NO.
RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE RECEIVER OF TAXES TO ACCEPT THE PROPOSAL FOR A THREE YEAR ON-CALL EQUIPMENT MAINTENANCE AGREEMENT FOR THE DATA- PAC RESETTABLE METER BASE, BY DMT SOLUTIONS GLOBAL CORPORATION DBA BLUECREST

WHEREAS, DMT Solutions Global Corporation d/b/a BlueCrest submitted a proposal for a three year On-Call Equipment Maintenance and Service for the Data-Pac Resettable Meter Base as follows:

<u>DESCRIPTION</u>	<u>BILL CYCLE</u>	<u>ANNUAL AMOUNT</u>
On-Call Equipment Maintenance	Annually	\$1,606.00 Year One
On-Call Equipment Maintenance	Annually	\$1,606.00 Year Two
On-Call Equipment Maintenance	Annually	\$1,606.00 Year Three

WHEREAS, said quote is for an on-call equipment maintenance and service for the Data-Pac Resettable Meter Base is effective upon award for three years; and

WHEREAS, this Town Board, after due deliberation deems that the three year On-Call Equipment Maintenance and Service for the Data-Pac Resettable Meter Base proposal submitted by DMT Solutions Global Corporation d/b/a BlueCrest, is reasonable and in the best interest of the public; now

THEREFORE, BE IT

RESOLVED, that the Receiver of Taxes or her Deputy be and is hereby authorized to accept the proposal for a three year On-Call Equipment Maintenance and Service for the Data-Pac Resettable Meter Base for in the Office of Receiver of Taxes as submitted by DMT Solutions Global Corporation d/b/a BlueCrest, Mailing Address: 37 Executive Drive Danbury, CT. 06810, Billing Address: PO Box 74007412, Chicago, IL 60674-7412, at an annual amount of One Thousand Six Hundred And Six Dollars And Zero Cents (\$1,606.00) for year one, One Thousand Six Hundred And Six Dollars And Zero Cents (\$1,606.00) for year two, and One Thousand Six Hundred And Six Dollars And Zero Cents (\$1,606.00) for year three, to be charged against Receiver of Taxes Account No.010-001-13990-4030. Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 33
Case # 2964

CASE NO.
RESOLUTION NO.

Adopted: _____ offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE OFFICE OF RECEIVER TAXES TO ACCEPT THE PROPOSAL FOR A THREE YEAR SOFTWARE MAINTENANCE AGREEMENT FOR THE DATA- PAC RESETTABLE METER BASE, BY DATA-PAC MAILING SYSTEMS CORP.

WHEREAS, Data-Pac Mailing Systems Corp. submitted a proposal for a three year Software Maintenance Agreement for the Data- Pac Resettable Meter Base

<u>DESCRIPTION</u>	<u>ANNUAL AMOUNT</u>
Software Maintenance	\$295.00 Year One
Software Maintenance	\$495.00 Year Two
Software Maintenance	\$495.00 Year Three

WHEREAS, said quote for software maintenance agreement for the Data-Pac Resettable Meter Base is effective upon award for three years; and

WHEREAS, this Town Board, after due deliberation deems that the three year Software Maintenance Agreement for the Data-Pac Resettable Meter Base proposal submitted by Data-Pac Mailing Systems Corp. is reasonable and in the best interest of the public; now

THEREFORE, BE IT

RESOLVED, that the Receiver of Taxes or her Deputy be and is hereby authorized to accept the proposal for a three year Software Maintenance Agreement for the Data-Pac Resettable Meter as submitted by Data-Pac Mailing Systems Corp., Mailing Address: 1217 Bay Road, Webster NY 14580, Billing Address: 1217 Bay Road, Webster NY 14580, at an annual amount of Two Hundred And Ninety Five Dollars And Zero Cents (\$295.00) for year one, Four Hundred And Ninety Five Dollars And Zero Cents (\$495.00) for year two, and Four Hundred And Ninety Five Dollars And Zero Cents (\$495.00) for year three, to be charged against Receiver of Taxes Account No.010-001-13990-4030. Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 34
Case # 2964

CASE NO.

RESOLUTION NO.

Adopted:

Council Member
and moved its adoption as follows:

offered the following resolution

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO
RENEW A MAINTENANCE AGREEMENT WITH DMT
SOLUTIONS GLOBAL CORP d/b/a BLUECREST FOR MAIL
PROCESSING EQUIPMENT CURRENTLY IN USE IN THE OFFICE
OF THE RECEIVER OF TAXES

WHEREAS, the Town of Hempstead currently has in the Office of the Receiver of Taxes, a DM Rival high speed mail inserting machine for the high speed processing and inserting property tax bills and receipts and general correspondence, specifically:

DM Rival Serial No.: ZXOU-0157152; and

WHEREAS, said equipment is currently covered under a 5 year maintenance contract which is due for renewal; and

WHEREAS, DMT Solutions Global Corp d/b/a Bluecrest located at 37 Executive Drive, Danbury, CT 06810 states it is the sole source provider for maintenance on this propriety equipment; and

WHEREAS, DMT Solutions Global Corp (Bluecrest) as the sole source provider has submitted a five year renewal On-Call Equipment Maintenance Agreement with substantially identical terms and conditions as the current On-Call Equipment Maintenance Agreement with a monthly cost of \$1,118.50 for 60 months, commencing April 1, 2020 and ending March 31 2025; and

WHEREAS, it is in the best interest of the Town to renew the On-Call Equipment Maintenance Agreement with DMT Solutions Global Corp. d/b/a Bluecrest for this vital DM Rival high speed mail inserting machine; now,

THEREFORE, BE IT

RESOLVED, that the Town of Hempstead Receiver of Taxes or Deputy Receiver of Taxes is authorized to accept and execute the 5 year On-Call Equipment Maintenance Agreement with DMT Solutions Global Corp. d/b/a Bluecrest; and be it further

RESOLVED, that the cost of \$1,118.50 per month shall be charged to the Receiver of Taxes equipment maintenance account no.:010-001-1330-4030.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

35

Case #

2964

CASE NO.

RESOLUTION NO.

Adopted:

Council Member
and moved its adoption as follows:

offered the following resolution

RESOLUTION AMENDING RESOLUTION 977-2019 WHICH
ACCEPTED THE BID OF OPEX CORPORATION FOR THE
PURCHASE OF PAYMENT PROCESSING EQUIPMENT AND
RELATED SOFTWARE AND MAINTENCE TO CORRECT THE
ACCOUNT NUMBER FOR ANNUAL MAINTENANCE

WHEREAS, the Town of Hempstead by resolution number 977-2019 accepted the terms and specifications of formal bid number 17-2019 of Opex Corporation, 305 Commerce Drive, Moorestown, NJ 08057 for the purchase of two (2) Opex Falcon payment processing machines with related annual software and equipment maintenance; and

WHEREAS, Resolution Number 977-2019 authorized the payment of annual software and equipment maintenance from the Receiver of Taxes capital projects account number 7961-501-7961-5010; and

WHEREAS, annual software and equipment maintenance should properly be charged to the Receiver of Taxes maintenance account number 010-001-1330-4030; now,

THEREFORE, BE IT

RESOLVED, that resolution number 977-2019 be, and hereby is, amended to provide that the cost of \$ 17,326.00 as accepted in resolution number 977-2019 for the annual maintenance for software and equipment shall be charged to Receiver of Taxes maintenance account number 010-001-1330-4030; and be it further

RESOLVED, that the maintenance agreement executed by the Department as authorized under resolution number 977-2019 is effective February 6th, 2020, the date of delivery of the equipment, through February 5, 2021, with automatic one-year renewals, at the Department's discretion, contingent upon fee increases of no greater than five percent in any one year.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Case #

2964

CASE NO.

RESOLUTION NO.

Adopted:

Council Member
and moved its adoption as follows:

offered the following resolution

RESOLUTION AUTHORIZING AND CONFIRMING THE
PROFESSIONAL SERVICES OF MAVRO IMAGING, LLC FOR
SOFTWARE MIGRATION

WHEREAS, the Town of Hempstead Receiver of Taxes, under Town Board Resolution 473-2018 entered into software license and maintenance contract with Mavro Imaging, LLC located at 22 Maple Tree Drive, Westhampton, New Jersey 08060, for a proprietary software and document imaging solution related to the processing of tax payments received by mail; and

WHEREAS, the Town of Hempstead under Town Board Resolution 977-2019 purchased new hardware for the processing of tax payments received by mail, specifically two (2) Falcon scanners from Opex Corporation, located 305 Commerce Drive, Moorestown, New Jersey, 08057; and

WHEREAS, Mavro Imaging, LLC on February 6, 2020 and for several weeks thereafter, extended time, material and personal services outside the scope of the current software license and maintenance agreement with the Town to troubleshoot, configure, and migrate its software and document imaging solution to the newly purchased Opex Falcon hardware equipment; and

WHEREAS, the services performed by Mavro Imaging, LLC were necessary to bring the new Opex hardware on line with minimal disruption to the processing and depositing of tax payments received by mail; now therefore, be it

RESOLVED, that the time, material and personal services performed by Mavro Imaging, LLC for the configuration and migration of its software solution is hereby confirmed and authorized by this Town Board, and be it further

RESOLVED that the cost of said services to Mavro Imaging, LLC in the total amount of \$1,500.00 shall be paid from the Receiver of Taxes maintenance of equipment account no.: 010-001-1330-4030.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

37

Case #

2964

CASE NO.

RESOLUTION NO.

Adopted:

Council Member
and moved its adoption as follows:

offered the following resolution

RESOLUTION AUTHORIZING AND CONFIRMING THE
PROFESSIONAL SERVICES OF RPSOLUTIONS, INC. FOR
SOFTWARE MIGRATION

WHEREAS, the Town of Hempstead Receiver of Taxes, under Town Board Resolution 920-2018 entered into software license and maintenance contract with RPSolutions, Inc. located at 99 Eastlake Road, Ithaca, New York, 14850, for a proprietary software solution related to the processing of tax payments received by mail; and

WHEREAS, the Town of Hempstead under Town Board Resolution 977-2019 purchased new hardware for the processing of tax payments received by mail, specifically two (2) Falcon scanners from Opex Corporation, located 305 Commerce Drive, Moorestown, New Jersey, 08057; and

WHEREAS, RPSolutions, Inc. on January 22, 2020 and for several weeks thereafter, extended time, material and personal services outside the scope of the current software license and maintenance agreement with the Town to troubleshoot, configure and migrate its software solution to the newly purchased Opex Falcon hardware equipment; and

WHEREAS, the services performed by RPSolutions, Inc. were necessary to bring the new Opex hardware on line with minimal disruption to the processing and depositing of tax payments received by mail; now therefore, be it

RESOLVED, that the time, material and personal services performed by RPSolutions, Inc. for the configuration and migration of its software solution is hereby confirmed and authorized by this Town Board, and be it further

RESOLVED that the cost of said services to RPSolutions, Inc. in the total amount of \$1,500.00 shall be paid from the Receiver of Taxes maintenance of equipment account no.: 010-001-1330-4030.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

38

Case #

2964

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING
AN ACCESS AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD,
THE UNITED STATES GEOLOGICAL SURVEY AND
DELTA WELL & PUMP CO., INC. PERTAINING TO
THE INSTALLATION OF A GROUNDWATER OBSERVATION WELL
IN BALDWIN PARK

WHEREAS, the United States Geological Survey ("USGS"), an agency of the federal government, has represented to the Town that it has an existing federal contract with Delta Well & Pump ("Delta") to drill and install a network of groundwater monitoring wells in western Long Island; and

WHEREAS, the USGS and Delta have each requested permission from the Town to access the Town's Baldwin Park ("Park") in order drill a deep groundwater observation well in the Park for the purpose of collecting related scientific data and each have agreed to share such data with the Town; and

WHEREAS, the parties have agreed upon a location for the well within the Park that will not impact the Park's ongoing recreational activities; and

WHEREAS, in the interest of accommodating the drilling schedule of USGS and Delta, the parties have fully negotiated and executed a related Access Agreement; and

WHEREAS, this Town Board finds that it is in the public's interest to have the USGS install a groundwater observation well in Baldwin Park for the purpose of collecting related scientific data.

NOW, THEREFORE, BE IT

RESOLVED, that said Access Agreement between the United States Geological Survey, Delta Well & Pump Co., Inc. and the Town of Hempstead governing access to Baldwin Park for the purpose of installing a groundwater observation well therein, is hereby ratified and confirmed, including without limitation, the execution thereof on behalf of the Town by the Commissioner of the Department of Parks & Recreation.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

39

Case #

27920

**ACCESS AGREEMENT FOR INSTALLATION OF A
GROUNDWATER OBSERVATION WELL**

THIS AGREEMENT MADE THIS 18th day of March, 2020, by and among the Town of Hempstead, County of Nassau, State of New York (hereinafter referred to as the "TOWN") acting by and through its Commissioner of the Department of Parks & Recreation ("Commissioner") with offices at 200 N. Franklin Street, Hempstead, NY 11550, the United States of America, by and through the United States Geological Survey with offices at New York Water Science Center, 2045 Route 112, Coram, NY 11727 (hereinafter referred to as "USGS") and Delta Well & Pump Co., Inc. with offices at 97 Union Avenue, PO Box 1309 Ronkonkoma, NY 11779 (hereinafter referred to as "DELTA").

WHEREAS, USGS has represented to the TOWN that it has an existing Federal contract with DELTA to drill and install a network of saltwater monitoring wells in western Long Island; and

WHEREAS, the USGS and DELTA have each requested permission from the TOWN to access the TOWN's Baldwin Harbor Park (hereinafter referred to as the "Park") for the purpose of drilling a deep observation well (hereinafter referred to as the "Observation Well") near the northeastern entrance to the Park and with respect to which the USGS has further requested permission to enter the Park periodically following the completion of the Observation Well for the purpose of collecting data.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Access: For and in consideration of its desire to assist the USGS, the TOWN has provided this Access Agreement to the USGS and DELTA at no cost for a period of time not to exceed four (4) months from the date of mutual execution of this Agreement for the purpose of allowing the USGS and DELTA access for the construction, installation, inspection, testing, maintenance, operation, service, and repair of the Observation Well in the Park. Furthermore, the TOWN hereby grants the USGS additional permission to enter the Park periodically following the expiration of the within four (4) month term for purposes of monitoring the Observation Well and collecting data therefrom. The USGS shall give prior advance notice of each such monitoring/collection of data visits to the TOWN's Commissioner of the Department of Parks & Recreation.

This Agreement shall constitute a temporary license that may not be expanded, extended or assigned without the written consent of the TOWN, and the granting of access conferred by this Agreement shall not be construed as any form of tenancy interest or ownership interest in the TOWN property or other type of interest.

2. Costs of Installation: DELTA and USGS will bear all costs for the construction and installation of said Observation Well. DELTA and USGS will ensure that the construction and installation of said Observation Well meets the applicable federal, local and state environmental requirements. DELTA and USGS will endeavor to perform the work so that it does not unreasonably interfere with the TOWN's and/or the public's present and future use of the Park.

DELTA's Observation Well work will include setting up and maintaining a drill rig at the site for the duration of the event and the use of mobile equipment including support trucks and personnel vehicles on a daily basis. Work hours will be restricted to 7AM to 5PM Monday through Friday, during non-holiday days.

If needed during drilling activities, DELTA will install temporary fencing at its sole cost and expense. At the completion of the drilling activities, DELTA will inspect the area and re-seed and replace sidewalk slabs (and/or grass areas) damaged during the drilling process or otherwise; all such Observation Well site restoration activities shall be subject to the satisfaction of the TOWN.

The Observation Well location will be placed in a grass area. Actual location will be modified in the field based on utility mark-outs and actual field conditions. Final boring location will be selected to avoid driveways, utilities and trees. Final boring location shall be subject to approval by the TOWN's Parks & Recreation Department.

All investigation derived waste (IDW) will be removed from the site by DELTA at its sole cost and expense. The permanent Observation Well will be completed with PVC monitoring well and lockable protective flush mount watertight handhole cemented in place.

3. Mitigation Measures: The USGS and DELTA shall also provide the TOWN with the names and telephone numbers of two (2) emergency contacts who can be reached on a 24-hour basis in the event of emergency or other disruption to the public. Further, during all field activities, the USGS and/or DELTA shall have on-site a representative who is qualified to supervise the work to be undertaken, and whose name shall be submitted to the TOWN prior to such field activities. This individual shall be available for contact by telephone from the TOWN at all times during the performance of the work in the event that the TOWN has a need to establish a contact with an on-site representative of USGS and/or DELTA.
4. Utilities: The USGS and DELTA shall be responsible for coordinating their work with any underground utilities including, without limitation, water, sewer, gas and electric utilities to ensure that their work does not result in any breakage or interruption of services to the utility and/or homeowners/business owners, as the case may be.
5. Re-capture of Materials: The USGS and DELTA hereby represent that they will respectively ensure that, at their sole cost and expense, at all times while performing work and monitoring under this Agreement, any and all potential or actual release of gases and/or groundwater and/or soil extracted from the borings shall be contained, treated, and disposed of in accordance with federal, state and local requirement for the containment, treatment and disposal of any such gases, groundwater, and soil. For purposes of clarification, containment of groundwater will apply only to drilling operations to avoid drilling fluid spills and damage to Park grass and other foliage as required under State and Federal regulations.
6. Data: The USGS shall on a going forward basis, provide to the TOWN a copy of any and all data and reports generated regarding the work covered by this Agreement.
7. Tort Liability and Insurance: The determination of the USGS's and DELTA's liability for damage to persons or property arising from its exercise of its rights granted under this Agreement shall be in accordance with the procedures and limitation of the Federal Torts Claims Act (28 U.S.C. 2671). Notwithstanding the foregoing, the USGS and DELTA shall each defend, indemnify, and hold harmless the TOWN from any and all losses, costs, damages, liens, claims, actions, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements), resulting from personal injury or property damage of whatsoever kind whether direct or indirectly caused by the negligent acts or omissions or malfeasance of USGS

and/or DELTA arising from or by reason of the work conducted by or on behalf of the USGS or Delta at the TOWN property pursuant to this Agreement.

Prior to the commencement of the Observation Well work contemplated hereunder, DELTA shall additionally provide the TOWN with proof of insurance consistent with the requirements set forth in Schedule "A" annexed hereto and made a part hereof.

8. Miscellaneous Provisions: Nothing contained in this Agreement is intended, or should be interpreted, to require an obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. 1341).

The authorization for cleanup responses when there is a release or threat of a release of a hazardous substance into the environment sets a framework for accomplishing those actions mandated by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 103.

This Agreement is not an admission of liability or responsibility as against USGS, DELTA or the TOWN for any environmental contamination nor is this Agreement admissible in any proceeding except in connection with the enforcement of its terms. This Agreement shall not give rise to any rights by parties who are not signatories to this Agreement and may not be deemed to grant any rights whatsoever to third parties.

This Agreement is the complete and exclusive Agreement between the parties, notwithstanding any representations or statements to the contrary heretofore made.

Any modifications to this Agreement shall be in writing, executed by authorized representatives of USGS, DELTA and the TOWN, and shall specifically state that it is such a modification. This provision cannot be waived orally.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute arising hereunder shall be commenced and tried in the Supreme Court of the State of New York, County of Nassau.

To the extent allowed by applicable Federal law DELTA, upon request, may provide Grantor with copies of logs, sample results and/or records obtained from installing its monitoring well.

The USGS which is funding the work contemplated hereunder will retain ownership of the monitoring well and requires access to the Observation Well in the future for periodic groundwater measurements, sampling and geophysical work. The USGS expects the Observation Well will be free from disturbance by construction or maintenance personnel into the future to provide vital groundwater data.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 18th day of MARCH 2020.

TOWN OF HEMPSTEAD

By: Frank Zangla

Title: Commissioner, DEPT. PARK & RECREATION

Date: 3/18/20

UNITED STATES OF AMERICA
(United States Geographical Survey)

By: Ronald Pearson

Title: Supervising Hydrologist

Date: 3/16/20

DELTA WELL & PUMP CO., INC.

By: Donna L. Bensin
Donna L. Bensin

Title: President

Date: 3/11/20

SCHEDULE A

INSURANCE

On or before the date of the execution of this Agreement, DELTA, at its own cost and expense, shall provide the Commissioner of the Department of Parks & Recreation with the following insurance documents naming the Town of Hempstead as "additional insured."

- A. Commercial General Liability Insurance including contractual coverage, in any amount not less than one million dollars (\$1,000,000/\$3,000,000) combined limit for bodily injury and property damage per occurrence.
- B. Automobile Liability Insurance in an amount not less than five hundred thousand dollars (\$500,000) combined single limit for bodily injury and property damage per occurrence.
- C. Workers Compensation and Employer's Liability Insurance in compliance with all applicable New York State laws and regulations. In accordance with General Municipal Law Sec. 108, this Agreement shall be void and of no effect unless DELTA shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Worker's Compensation Law.
- D. Corporate Excess Liability (Umbrella) in the amount of five million dollars (\$5,000,000).

DELTA may if it so desires maintain fire and theft insurance in the amount equal to the value of the fixtures, merchandise, and equipment which are located therein as determined by DELTA's insurance carrier and acceptable to the TOWN. It is expressly understood that the TOWN shall not be responsible for any losses that DELTA may sustain as a result from fire, theft, or for any other reason not here stated.

All Policies providing coverage shall be issued by insurance companies acceptable to the TOWN. DELTA shall furnish to the TOWN certificates of insurance or, on request, original policies, and evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance (and of any automobile liability insurance), said certificates shall name the TOWN as an "additional insured." All such certificates or other evidence of insurance shall provide for the Town of Hempstead to be notified in writing thirty days (30) days prior to any cancellation, non-renewal or material change. Such certificates, policies and notices shall be mailed to the Department at its address specified in this Agreement or at such other address of which the TOWN shall give DELTA notice in writing. All policies are to be written with an insurance company that is regulated by the State of New York's Insurance Department and is acceptable to the Commissioner. DELTA shall not reduce the stated value of any required insurance guarantees without the express written authorization of the Commissioner.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its
adoption:

**RESOLUTION AUTHORIZING THE TOWN OF
HEMPSTEAD TO ENTER INTO AN AMENDED
AGREEMENT WITH THE COUNTY OF NASSAU
FOR THE PURPOSE OF ADJUSTING THE
SCOPE OF SERVICES FOR BUDGET LINES
WITHIN THE 45TH PROGRAM YEAR.**

WHEREAS, the Secretary of the U.S. Department of Housing and Urban Development is authorized under title I of the Housing and Community Development Act of 1974, as amended, to make grants to states and other units of general local government to help finance Community Development Programs; and

WHEREAS, an Agreement dated December 20, 2019 (together with all schedules, appendices, attachments and exhibits attached hereto, if any collectively referred to as the "Agreement") between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Office of Housing and Community Development, having its principal office at 1 West Street, Mineola, New York 11501 (the "OHIA"), and (ii) the Town of Hempstead, a municipal corporation duly formed under the laws of the State of New York, having its principal office at One Washington Street, Hempstead, New York 11550 (the "Subrecipient").

WHEREAS, pursuant to the Cooperation Agreement between the COUNTY and TOWN OF HEMPSTEAD, executed on behalf of the County on June 13, 2014 the Town of Hempstead performs certain services for the County in connection with Community Development Block Grant Activities, which services are more fully described in the Original Agreement (see the "Services"); and

WHEREAS, the term of the Original Agreement was from September 1, 2019 to August 31, 2023 or upon completion of the Activities (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to grant the Subrecipient for Services under the Original Agreement, as full compensation for the Services, was Three Million Dollars (\$3,000,000.00) (the "Maximum Amount"); and

WHEREAS, the County and the Subrecipient desire to amend the activities set forth in the "Budget" attached as Exhibit A to the original agreement and adjusted the scope of services in order to undertake eligible community development activities.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall remain the same at Three Million Dollars (\$3,000,000.00).

2. Budget. The budget referred to in the Original Agreement is amended as to the lines set forth below. The remainder of the budget as contained in the Original Agreement shall remain unchanged.

Amended Exhibit A

Item #

40

Case #

18675

Activity

HT45-02 Residential Rehabilitation \$1,600,000.00 to \$1,525,000.00

HT45-03F PFI Inwood \$0 to \$75,000.00

3. Payment Terms. Amounts paid by the County to the Subrecipient under this Amended Agreement shall be on a reimbursement basis in accordance with the Original Agreement and shall not in the aggregate exceed the Maximum Amount.

4. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Agreement shall remain in full force and effect and govern the relationship of the parties for the remainder of the contract term.

BE IT FURTHER RESOLVED, that the Supervisor is authorized to execute said Agreement on behalf of the TOWN OF HEMPSTEAD.

The vote on the foregoing resolution was recorded as follows:

AYES: ()

NOES: ()

COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT

BETWEEN THE COUNTY OF NASSAU

AND

TOWN OF HEMPSTEAD

AMENDMENT NO. ONE

THIS AGREEMENT, dated as of _____ (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the "Agreement"), entered into by and between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Office of Housing and Community Development having its principal office at 1 West St., Suite 365, Mineola, NY 11501 (the "OCD"), and (ii) the **Town of Hempstead**, a municipal corporation duly formed under the laws of the State of New York, (the "Subrecipient"), acting through its Supervisor, having its office at One Washington Street, Hempstead, New York, 11550.

WITNESSETH:

WHEREAS, pursuant to County contract number CQHI19000040 between the County and the **Town of Hempstead**, executed on behalf of the County on December 20, 2019 (the "Original Agreement"), the Subrecipient performs certain activities for the County in connection with Community Development Block Grant Program, which activities are more fully described in the Original Agreement (see the "Activities");

WHEREAS, the term of the Original Agreement was from September 1, 2019 and terminate on August 31, 2023 (the "Original Term");

WHEREAS, the County and the Subrecipient desire to amend the Exhibit A and Budget set forth in the budget attached as Amended Exhibit A and Amended Budget to add a new activity "PF&I Inwood" in order to undertake eligible community development activities.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount that the County agreed to grant to Subrecipient for Services under the Original Agreement shall remain Three Million Dollars (\$3,000,000.00) (the "Maximum Amount"); and

2. Budget. The budget referred to in **Exhibit A** annexed to the Original Agreement and any amendment thereafter is hereby amended by the terms of this Amendment as set forth in Amended **Exhibit A** attached hereto (the "Amended Budget").

Amended Exhibit A

Amended Budget

The total budget under this contract is Three Million Dollars (\$3,000,000.00)

HT45-01	Administration	General management, oversight, coordination, monitoring and evaluation costs, and carrying charges related to planning and execution of community development activities.	\$492,500.00
HT45-02	Residential Rehabilitation	Maintain the stock of affordable housing by the provision of loans and/or grants to low and moderate income senior (age 62 or older) homeowners to eliminate code violations and make other needed improvements to their homes with eligible rehabilitation and preservation activities. Funds also to be used for project delivery costs for administering the residential rehabilitation program. Approximately 60 homes will be rehabilitated.	\$1,525,000.00
HT45-03A	PF&I Elmont	Public improvements will include streets, sidewalks, curbs and gutters, and aesthetic amenities along Hempstead Turnpike from Cross Island Parkway to Covert Avenue in the hamlet of Elmont. The proposed activities are consistent with the community development initiatives outlined in the Elmont Community Vision Plan. Additional eligible sites identified during the program year may also be improved with these funds. Funds to be used for project delivery costs, engineering, design, construction, and other hard and soft costs associated with project execution..	\$150,000.00
HT45-03B	PF&I Roosevelt	Public improvements will include streets, sidewalks, curbs and gutters, and aesthetic amenities at 35 Debevoise Ave to Nassau Road and along the Nassau Road corridor from Debevoise to West Clinton Avenue, in the hamlet of Roosevelt. Additional eligible sites identified during the program year may also be improved with these funds. Funds to be used for project delivery costs, engineering, design, construction, and other hard and soft costs associated with project execution..	\$175,000.00
HT45-03C	PF&I Uniondale	Public improvements will include streets, sidewalks, curbs and gutters, and aesthetic amenities at the intersection of Uniondale Ave and Front Street, including the area approximately 200 feet east, west, and north, in the hamlet of Uniondale. The proposed activities are consistent with the community development initiatives outlined in the Uniondale Vision Plan. Additional eligible sites identified during the program year may also be improved with these funds. Funds to be used for project delivery	\$250,000.00

		costs, engineering, design, construction, and other hard and soft costs associated with project execution..	
HT45-03D	PF&I Baldwin	Public improvements will include streets, sidewalks, curbs and gutters, and aesthetic amenities along Grand Avenue from Merrick Road to Milburn Avenue in the hamlet of Baldwin. The proposed activities are consistent with the community development initiatives outlined in the Baldwin Downtown Commercial Corridor Resiliency (DCCR) Plan. Additional eligible sites identified during the program year may also be improved with these funds. Funds to be used for project delivery costs, engineering, design, construction, and other hard and soft costs associated with project execution..	\$110,000.00
HT45-03E	PF&I Franklin Square	Public improvements will include streets, sidewalks, curbs and gutters, and aesthetic amenities along Franklin Ave from Dutch Broadway to Hempstead Turnpike in the hamlet of Franklin Square. Additional eligible sites identified during the program year may also be improved with these funds. Funds to be used for project delivery costs, engineering, design, construction, and other hard and soft costs associated with project execution..	\$110,000.00
HT45-03F	PF&I Inwood	Public improvements will include streets, sidewalks, curbs, and gutters as well as aesthetic amenities at the intersection of Doughty Blvd. and Mott Ave. including the area approximately 250 feet North, East, South, and West. The proposed activities are consistent with the Community Development initiatives outlined in the Inwood Visioning plan. Funds to be used for project delivery costs, engineering, design, construction and other hard and soft costs associated with project execution.	\$75,000.00
HT45-04	Clearance & Demolition Roosevelt	Clearance and Demolition will be undertaken by the Town of Hempstead including the clearance/demolition of buildings and improvements at 314 East Clinton Avenue. The site may be reused as part of a larger development to build approximately 16 affordable homes. 314 East Clinton Avenue will become the access road for the new affordable development. The 16-unit affordable housing project is a multi-year project for which future CDBG and HOME funding will be requested for various project components including infrastructure and new housing construction. This multi-year project will leverage other funding sources	\$10,000.00

		to the extent possible. Additional eligible sites identified during the program year may also be demolished with these funds. Funds to be used for all hard and soft costs associated with project execution including project delivery costs.	
HT45-05	Disposition Roosevelt	Disposition of Real Property will be undertaken by the Town of Hempstead including costs related to the sale of real property acquired with CDBG funds. Funds will be used for four (4) properties in Roosevelt including: 19-23 Debevoise Avenue, 509 Nassau Road, 301 Nassau Road, and 304 Nassau Road. Additional eligible sites identified during the program year may also be disposed of with these funds. The purposed of disposition is business expansion. Funds to be used for project delivery costs and other soft costs associated with project execution..	\$25,000.00
HT45-06A	Commercial Rehabilitation - Baldwin	The Town's Commercial Rehabilitation Program has two components: Business owners may receive a grant of up to \$15,000 for signs, lighting, and awning improvements to their storefronts. The Town's Commercial Rehabilitation Program also includes a Façade Improvement Program, which is a 50/50 matching grant program to assist business owners to improve the facades of their commercial buildings. On a case by case basis, the Town may amend these requirements should the business owner show a hardship in matching funds. Funds to be used for project delivery costs, engineering, design, construction, and other hard and soft costs associated with project execution.. The Town of Hempstead will give approximately three (3) grants to eligible businesses in Baldwin.	\$38,750.00
HT45-06B	Commercial Rehabilitation - Elmont	The Town's Commercial Rehabilitation Program has two components: business owners may receive a grant of up to \$15,000 for signs, lighting, and awning improvements to their storefronts. The Town's Commercial Rehabilitation Program also includes a Façade Improvement Program, which is a 50/50 matching grant program to assist business owners to improve the facades of their commercial buildings. On a case by case basis, the Town may amend these requirements should the business owner show a hardship in matching funds. Funds to be used for project delivery costs, engineering, design, construction, and other hard and soft costs	\$38,750.00

		associated with project execution.. The Town of Hempstead will give approximately three (3) grants to eligible businesses in Elmont.	
Total			\$3,000,000.00

Additional Provisions:

- 1) In the event of any conflict between the Agreement and **Exhibit A**, the provisions of **Exhibit A** will control.
- 2) Whereas the expenditure of these federal funds varies per project and based upon federal eligibility requirements making certain provisions of this Agreement inapplicable to one project but applicable to another project; OCD, in its sole discretion, can waive any requirements of the Subrecipient under this Agreement. Provided however, that such a waiver is not in violation of Federal and/or Nassau County requirements, program regulations and/or applicable laws. Said waiver can be granted only by the Executive Director/Director of OCD and is intended to maximize the efficiency of the programs.
- 3) The Subrecipient shall ensure that any contract entered into with another party/third party as a result of this Agreement and/or to assist in the completion of the Activities under this Agreement are bound by the terms of this Agreement and all applicable laws, including but not limited to federal regulations and HUD program guidelines. The applicable federal statutes shall be listed in any applicable third party agreements and shall be strictly adhered to. Failure to comply with this provision may result in recapture of funds allocated by this Agreement. Should HUD seek repayment of funds from Nassau County as a result of the Subrecipient failure to comply with this provision, then the Subrecipient shall be responsible for repayment of those funds to the County.
- 4) All subcontracts/third party contracts must contain **Exhibit D** of this Agreement as part of their agreement.

- 5) Administrative Service Charge. In accordance with Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, the administrative service charge for this Agreement has been waived.
- 6) When publishing materials, such as signs or brochures, that concern this Agreement, the Subrecipient shall ensure recognition of the Nassau County Office of Community Development (OCD). A copy of all such materials must be forwarded to the OCD prior to publication for approval.

Timeline for completion of Activities:

In accordance with 24 CFR 570.503 (b) (1), the Subrecipient shall complete all of the Activities for which funding is being provided and as identified within this Agreement by August 31, 2023. OCD, in its sole discretion can extend the anticipated completion date in accordance with the provisions of this Agreement and HUD regulations. Such an extension shall not be unreasonably withheld by OCD.

DOOR

CASE NO.

RESOLUTION NO.

ADOPTED:

RESOLUTION TO AUTHORIZE THE SUPERVISOR OF THE TOWN OF HEMPSTEAD TO AUTHORIZE THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE AN EXTENSION TO AN EXISTING LEASE FOR OFFICE FACILITIES OCCUPIED BY THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES

WHEREAS, the Town of Hempstead Department of Occupational Resources has executed a lease with Alphamore, LLC. for office facilities located at the Clinton Pavilion, 50 Clinton Street, Hempstead, New York;

WHEREAS, the lease executed by the Town of Hempstead Department of Occupational Resources with Alphamore, LLC. at the Clinton Pavilion, for office facilities located at the Clinton Pavilion, 50 Clinton Street, Hempstead, New York, expires on April 30, 2020;

WHEREAS, Alphamore, LLC. has offered to extend the current lease with the Town of Hempstead Department of Occupational Resources for a period of three (3) years at the same rate per square foot;

NOW THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the Supervisor of the Town of Hempstead is hereby authorized to authorize the Commissioner of the Town of Hempstead Department of Occupational Resources to execute an extension to the lease between the Town of Hempstead Department of Occupational Resources and Alphamore, LLC., for the period of May 1, 2020 through April 30, 2023;

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

41

Case #

24824

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING THE TOWN OF HEMPSTEAD
FUND BALANCE POLICY

WHEREAS, the Town of Hempstead has taken proactive steps to maintain the town's credit rating, meet seasonal cash flow shortfalls, maintain services during periods of economic decline and provide for emergencies; and

WHEREAS, the Town of Hempstead wishes to maintain relative tax stability from budget year to budget year; and

WHEREAS, the State Comptroller and Government Finance Officers Association (GFOA) recommend that governmental agencies adopt fund balance policies; and

WHEREAS, the town's Comptroller and Financial Advisor have advised the Town Board that the fund balance policy described below is consistent with the town's fiscal goals and with the recommendations of the State Comptroller and GFOA;

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead Fund Balance Policy as amended which follows be and hereby is approved and shall take effect immediately:

TOWN OF HEMPSTEAD
FUND BALANCE POLICY
AS AMENDED

1. This Policy shall apply to the Assigned and Unassigned fund balance accounts of all Town Funds in totality exclusive of the Capital Projects Fund, Debt Service Fund, Special Grant Fund and Permanent Fund.
2. The town shall designate a portion of Unassigned Fund Balance in the case of the General Fund, Assigned Fund Balance for all other funds for emergency purposes. Such designation will be equal to one-twelfth of annual operating expenses inclusive of debt service and capital transfers as presented in the most recent audited financial statements of the Town of Hempstead.
3. The town may appropriate, in whole or in part, funds designated for emergencies by resolution of the Town Board.
4. In addition to the one-twelfth of annual expenses emergency designation provided for in (2), above, the town will maintain an Assigned/Unassigned fund balance equal to one-sixth of annual operating expenses inclusive of debt service and capital transfers as presented in the most recent audited financial statements of the Town of Hempstead.
5. In the event that the Assigned/Unassigned fund balances required to be designated in (2) and maintained in (4), above, fall below required levels, the town shall replenish these balances through the budgetary process over a period of five years.
6. If the amount of Assigned/Unassigned fund balance required to be maintained by (5), above, exceeds an additional one-fourth of annual operating expenditures inclusive of debt service and capital transfers as presented in the most recent audited financial statements of the Town of Hempstead, the excess shall be appropriated for operating expenditures in future years.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 43

Case # 281034
25985

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF WATER OF THE TOWN OF HEMPSTEAD TO WAIVE PROVISIONS OF SECTION 70-5A OF THE CODE OF THE TOWN OF HEMPSTEAD AS THEY RELATE TO LATE FEES AND PENALTIES FOR LATE PAYMENT OF WATER RENTS AS A RESULT OF THE CORONAVIRUS OUTBREAK OF 2020 (COVID-19)

WHEREAS, the Town of Hempstead Department of Water provides water service to customers of the Bowling Green, East Meadow, Levittown, Roosevelt Field, Lido-Point Lookout and Uniondale water districts for which it bills customers quarterly for their individual metered consumption; and

WHEREAS, payments received late by the Department of Water are subject to penalties and interest as outlined by chapter 70-5 A of the Code of the Town of Hempstead; and

WHEREAS, the Coronavirus outbreak of 2020 (COVID-19) has created a situation where residents are being required to limit their public travel and interaction as well as self-quarantine should they have been exposed to the virus prohibiting their abilities to mail payments in addition to residents being required to reduce their work schedules and in many cases incomes; and

WHEREAS, to provide some financial relief for our residents the Town Board of the Town of Hempstead deems it to be in the public interest to waive all penalties and interest charges which would accrue and be charged for one billing period of a customer's account, penalty dates March 15, 2020 through June 15, 2020

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Water be and hereby is directed to waive all interest and penalties which would accrue and be charged for one billing period of a customer's account, penalty dates March 15, 2020 through June 15, 2020.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

44

Case #

18118

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD AND EF
BIBLA LANDSCAPE ARCHITECT, TO PROVIDE
PROFESSIONAL SERVICES IN CONNECTION WITH
THE COMMUNITY DEVELOPMENT PROGRAMS OF
THE TOWN OF HEMPSTEAD**

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered for the Town by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development recommends that a landscape architect be retained to perform professional services in connection with the planning and implementation of community development projects, and further, recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing proposals from various firms, all in accordance with United States Department of Housing and Urban Development, has recommended that the landscape architectural firm of EF BIBLA LANDSCAPE ARCHITECT, whose principal place of business is located at 129 Walt Whitman Road, Huntington Station, New York, 11746, and is a sole proprietor, be retained to provide the aforementioned professional services; and

WHEREAS, this Town Board deems the firm of EF BIBLA LANDSCAPE ARCHITECT, to be duly qualified to perform the aforesaid architectural landscape work and that the use of the aforementioned firm serves the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to execute a contract for professional services by and between the Town of Hempstead and EF BIBLA LANDSCAPE ARCHITECT, in connection with the planning and implementation of community development projects, for a term commencing on January 1, 2020, and ending on December 31, 2020, for an amount not to exceed the sum of TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS, subject to an option in favor of the Town to extend the term of the contract by up to one year and subject to an option in favor of the Town to increase the base cap on the contract by up to TEN Thousand and 00/100 (\$10,000.00) Dollars all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

BE IT FURTHER RESOLVED, that the Town Board authorizes and directs the Comptroller to pay costs in accordance with this contract not to exceed TEN THOUSAND and 00/100 (\$10,000.00) Dollars from the appropriate Planning and Economic Development Account.

Item #

45

Case #

28272

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CONTRACT FOR PROFESSIONAL SERVICES

**By and Between
TOWN OF HEMPSTEAD
And
EF BIBLA
Landscape Architect**

AGREEMENT made the _____ day of _____, 2020, by and between the TOWN OF HEMPSTEAD (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and EF BIBLA LANDSCAPE ARCHITECT (hereinafter called "Architect"), whose principal place of business is located at 129 Walt Whitman Road, Huntington Station, New York 11746.

WITNESSETH THAT:

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered for the Town by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead recommends that a landscape architect be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing proposals from various firms, all in accordance with Town procurement procedure, has recommended that the landscape architectural firm EF BIBLA LANDSCAPE ARCHITECT, having its principal office at 129 Walt Whitman Road, Huntington Station, New York, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the Architect to render certain assistance in connection with its Community Development Program.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT OF LANDSCAPE ARCHITECT

The Town hereby engages the Architect and the Architect hereby agrees to perform the professional services hereinafter set forth.

2. AREA COVERED

The Architect shall perform all the services authorized under this Agreement in relation to the program within the unincorporated area of the Town of Hempstead.

3. SCOPE OF SERVICES

The Architect shall perform the services provided for in the Agreement in a satisfactory and prompt manner, in accordance with the applicable requirements of the Housing and Community Development Act of 1974, and the provisions of the Affordable Housing Act of 1990, as amended, HUD regulations on Community Development Block Grant as published in the Federal Register and other relevant local, state and federal laws.

Such services shall include, but are not necessarily limited to:

Provide architectural landscape services as specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into this contract as Exhibit "A" and "Exhibit "B" is respondent's Proposal with fee information, also attached hereto and made a part of this contract.

4. TIME AND METHOD OF PERFORMANCE

The services of the Landscape Architect shall be provided for a term commencing January 1, 2020 and ending December 31, 2020 or upon completion of project, but only upon delivery of a contract duly executed by the Commissioner of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of Planning and Economic Development or designee. The Town, in its sole discretion, reserves the right to extend the term of this contract by up to one year, but only upon delivery of a contract duly executed by the Commissioner of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of the Department of Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution, duly adopted by the Town Board at a regularly scheduled meeting of said Board.

5. COMPENSATION AND METHOD PAYMENT

The Town shall pay the Architect a fee in accordance with the Schedule of Fees attached and made a part of this Contract as Exhibit "B." Payments shall be made upon receipt by the Town of a requisition for payment from the Architect specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee schedule established in this Agreement, and that the work has been performed satisfactorily.

Funds will be charged against the appropriate Department of Planning and Economic Development's Community Development Account up to the amount authorized by resolution of the Hempstead Town Board, currently said authorized amount is Ten Thousand (\$10,000.00) Dollars from January 1, 2020 to December 31, 2020. The Town, in its sole discretion, reserves the right to increase the cap by up to \$10,000.00, said option to be exercised only by Town Board Resolution duly enacted by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserve the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has not been performed.

6. TERMINATION

This Agreement may be terminated at any time by the Town. In the event of termination, the only obligation to the Architect shall be for services and costs incurred to the date of receipt by the Architect of a notice of termination.

7. TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as Part II "Terms and Conditions" dated 1/80. In said Part II the Town is referred to as the "Municipality."

8. OTHER PROVISIONS

As a condition of this Agreement, the Architect will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity resulting from this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this agreement on the date this resolution is adopted by the Town Board.

TOWN OF HEMPSTEAD

By: _____

Deputy Commissioner

ELIZABETH F. BIBLA
Landscape Architect

By: Elizabeth F. Bibla
ELIZABETH F. BIBLA

Elizabeth F. Bibla

APPROVED AS TO
Available funds
By: [Signature] Date 3/19/20
Deputy Town Comptroller

[Signature] 3/19/20
MICHAEL J. [Signature]
COMPTROLLER
BUDGETARY

APPROVED
[Signature]
DIRECTOR OF PURCHASING
3/12/2020

APPROVED AS TO FORM
3-10-20
Katrina R. Barletta
COUNSEL TO COMPTROLLER
DEPT. OF PLANNING AND ECONOMIC DEVELOPMENT

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 3/11/2020

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD
AND H2M ARCHITECTS + ENGINEERS, TO
PROVIDE PROFESSIONAL SERVICES IN
CONNECTION WITH THE COMMUNITY
DEVELOPMENT PROGRAMS OF THE TOWN OF
HEMPSTEAD**

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered for the Town by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development recommends that a landscape architect be retained to perform professional services in connection with the planning and implementation of community development projects, and further, recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing proposals from various firms, all in accordance with Town procurement procedures, has recommended that the landscape architectural firm of H2M ARCHITECTS + ENGINEERS, a Landscape Architect, whose principal place of business is located at 538 Broad Hollow Road 4th Floor East, Melville, New York 11747, be retained to provide the aforementioned professional services; and

WHEREAS, this Town Board deems the firm of H2M ARCHITECTS + ENGINEERS, a Landscape Architect, to be duly qualified to perform the aforesaid architectural landscape work and that the use of the aforementioned firm services the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to execute a contract for professional services by and between the Town of Hempstead and H2M ARCHITECTS + ENGINEERS, a Landscape Architect, in connection with the planning and implementation of community development projects, for a term commencing on January 1, 2020 and ending on December 31, 2020, for an amount not to exceed the sum of TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS, subject to an option in favor of the Town to extend the term of the contract by up to one year and subject to an option in favor of the Town to increase the base cap on the contract by up to TEN Thousand and 00/100 (\$10,000.00) Dollars all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

BE IT FURTHER RESOLVED, that the Town Board authorizes and directs the Comptroller to pay costs in accordance with this contract not to exceed TEN THOUSAND and 00/100 (\$10,000.00) Dollars from the appropriate Planning and Economic Development Account.

Item #

46

Case #

26420

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CONTRACT FOR PROFESSIONAL SERVICES

**By and Between
TOWN OF HEMPSTEAD**

**And
H2M ARCHITECTS + ENGINEERS
Landscape Architect**

AGREEMENT made the _____ day of _____, 2020, by and between the TOWN OF HEMPSTEAD (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and H2M ARCHITECTS + ENGINEERS, a Landscape Architect (hereinafter called "Architect"), whose principal place of business is located at 538 Broad Hollow Road 4th Floor East, Melville, New York 11747.

WITNESSETH THAT:

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered for the Town by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead recommends that a landscape architect be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing proposals from various firms, all in accordance with Town procurement procedure, has recommended that the landscape architectural firm H2M ARCHITECTS + ENGINEERS, Landscape Architect, having its principal office at 538 Broad Hollow Road 4th Floor East, Melville, New York 11747, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the Architect to render certain assistance in connection with its Community Development Program.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT OF LANDSCAPE ARCHITECT

The Town hereby engages the Architect and the Architect hereby agrees to perform the professional services hereinafter set forth.

2. AREA COVERED

The Architect shall perform all the services authorized under this Agreement in relation to the program within the unincorporated area of the Town of Hempstead.

3. SCOPE OF SERVICES

The Architect shall perform the services provided for in the Agreement in a satisfactory and prompt manner, in accordance with the applicable requirements of the Housing and Community Development Act of 1974, and the provisions of the Affordable Housing Act of 1990, as amended, HUD regulations on Community Development Block Grant as published in the Federal Register and other relevant local, state and federal laws.

Such services shall include, but are not necessarily limited to:

Provide architectural landscape services as specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into this contract as Exhibit "A" and "Exhibit "B" is respondent's Proposal with fee information, also attached hereto and made a part of this contract.

4. TIME AND METHOD OF PERFORMANCE

The services of the Landscape Architect shall be provided for a term commencing January 1, 2020 and ending December 31, 2020 or upon completion of project, but only upon delivery of a contract duly executed by the Commissioner of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of Planning and Economic Development or designee. The Town, in its sole discretion, reserves the right to extend the term of this contract by up to one year, but only upon delivery of a contract duly executed by the Commissioner of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of the Department of Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution, duly adopted by the Town Board at a regularly scheduled meeting of said Board.

5. COMPENSATION AND METHOD PAYMENT

The Town shall pay the Architect a fee in accordance with the Schedule of Fees attached and made a part of this Contract as Exhibit "B." Payments shall be made upon receipt by the Town of a requisition for payment from the Architect specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee schedule established in this Agreement, and that the work has been performed satisfactorily.

Funds will be charged against the appropriate Department of Planning and Economic Development's Community Development Account up to the amount authorized by resolution of the Hempstead Town Board, currently said authorized amount is Ten Thousand (\$10,000.00) Dollars from January 1, 2020 to December 31, 2020. The Town, in its sole discretion, reserves the right to increase the cap by up to \$10,000.00, said option to be exercised only by Town Board Resolution duly enacted by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserve the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has not been performed.

6. TERMINATION

This Agreement may be terminated at any time by the Town. In the event of termination, the only obligation to the Architect shall be for services and costs incurred to the date of receipt by the Architect of a notice of termination.

7. TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as Part II "Terms and Conditions" dated 1/80. In said Part II the Town is referred to as the "Municipality."

8. OTHER PROVISIONS

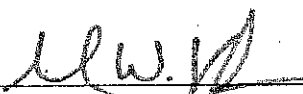
As a condition of this Agreement, the Architect will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity resulting from this Agreement.

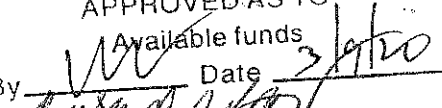
IN WITNESS WHEREOF, the parties have duly executed this agreement on the date this resolution is adopted by the Town Board.

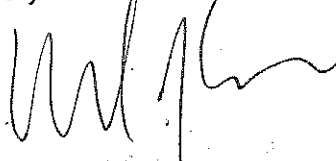
TOWN OF HEMPSTEAD

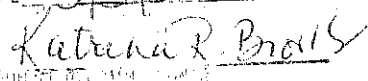
By: _____

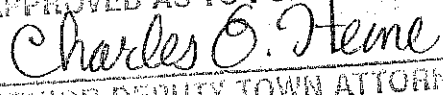
Deputy Commissioner


By: 
MICHAEL W. KEFFER
SENIOR VICE PRESIDENT

APPROVED AS TO
Available funds
By:  Date 3/1/20
Deputy Town Comptroller


MICHAEL J. ...
COMPTROLLER

APPROVED AS TO FORM
DATE 3/3/20

KATRINA R. BRAILS
DIRECTOR OF ECONOMIC DEVELOPMENT

APPROVED AS TO FORM

CHARLES O. HEINE
SENIOR DEPUTY TOWN ATTORNEY
DATE 3/2/2020

APPROVED

DIRECTOR OF PURCHASING
3/3/2020

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING
A CONTRACT FOR PROFESSIONAL
SERVICES BETWEEN THE TOWN OF
HEMPSTEAD AND STANDARD VALUATION
SERVICES, IN CONNECTION WITH
THE COMMUNITY DEVELOPMENT
PROGRAMS OF THE TOWN OF HEMPSTEAD.**

WHEREAS, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County-Urban County Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Department of Planning and Economic Development required the services of a licensed real estate appraiser to provide the proper appraisal and other necessary data with respect to acquisition of properties; and

WHEREAS, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Requests for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

WHEREAS, the R.F.P. process resulted in four (4) responses being submitted to the Department of Planning and Economic Planning; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that STANDARD VALUATION SERVICES, with offices at 27 E Jericho Turnpike, Mineola, NY 11501 be retained to provide the aforementioned services and other necessary data in connection with authorized Community Development Projects in the required timely basis and recommends the retention of the firm; and

WHEREAS, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute a contract for professional services by and between the Town of Hempstead and STANDARD VALUATION SERVICES, for a term commencing January 1, 2020 and ending December 31, 2020 or upon completion of project, in an amount not to exceed the sum of THIRTY THOUSAND and 00/100 (\$30,000.00) DOLLARS pursuant to the terms and conditions of said contract for professional services which will be charged against the appropriate Community Development Account, and the Town, in its sole discretion, reserves the right to extend the term of this contract by up to one year, but only upon delivery of a contract duly executed by the Commissioner of the Department of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution, duly adopted by the Town Board at a regularly scheduled meeting of said Board.

Item # 47
Case # 29791

BE IT FURTHER RESOLVED, that the Town Board authorizes and directs the Comptroller to pay costs in accordance with this contract not to exceed THIRTY THOUSAND and 00/100 (\$30,000.00) Dollars from the appropriate Planning and Economic Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CONTRACT FOR PROFESSIONAL SERVICES

By and Between
THE TOWN OF HEMPSTEAD
and
STANDARD VALUATION SERVICES

THIS AGREEMENT, entered into as of this _____ day of _____, 2020, by and between the Town of Hempstead New York hereinafter referred to as the "Town", and STANDARD VALUATION SERVICES, a corporation registered in the State of New York with principal offices at 27 E Jericho Turnpike, Mineola, NY 11501, hereinafter referred to as the "Appraiser".

WITNESSETH

WHEREAS, the Town of Hempstead sponsors a Community Development Program in cooperation with the Nassau County-Urban County Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, The Commissioner of the Department of Planning and Economic Development of the Town of Hempstead recommends that an appraiser be retained to perform appraisal services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing proposals from various firms, has recommended that STANDARD VALUATION SERVICES, having its principal office at 27 E Jericho Turnpike, Mineola, NY 11501, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the Appraiser to render certain technical assistance in connection with its Community Development Program;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF APPRAISER

The Town hereby engages the Appraiser and the Appraiser hereby agrees to perform the professional services hereinafter set forth.

2. AREA COVERED

The Appraiser shall perform all the services authorized under this agreement in relation to the program within the unincorporated area of the Town of Hempstead.

3. SCOPE OF SERVICES

The Appraiser shall perform the services provided for in this agreement in a satisfactory and prompt manner, in accordance with the applicable requirements of the Housing and Community Development Act of 1974, and the provisions of the Affordable Housing Act of 1990, as amended, HUD regulations on Community Development Block Grants as published in the Federal Register and other relevant local, state and federal laws. Such services, as specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into the contract as Schedule "A", shall include, but are not necessarily limited to:

a. Provide complete appraisal reports relating to the implementation of ongoing and proposed community development projects.

b. The subjects to be appraised are, but not limited to:

1. single family residence
2. commercial buildings
3. commercial - residential units
4. vacant properties

c. The methods to be employed in the appraisal analysis are, but not limited to:

1. cost approach
2. income approach
3. market data approach

4. TIME AND METHOD OF PAYMENT

The service of the Appraiser shall be provided for a term commencing January 1, 2020 and ending December 31, 2020, or upon completion of project. The Town, in its sole discretion, reserves the right to extend the term of this contract by up to one year, but only upon delivery of a contract duly executed by the Commissioner of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution, duly adopted by the Town Board at a regularly scheduled meeting of said Board.

5. COMPENSATION AND METHOD OF PAYMENT

The Town shall pay the Appraiser a fee in accordance with the Schedule of Fees attached and made a part of this contract as Schedule "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Appraiser specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Contract.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee schedule established in this Contract.

Funds will be charged against the appropriate Department of Planning and Economic Development Community Development Account up to the amount authorized by resolution of the Hempstead Town Board. Currently said authorized amount shall not exceed THIRTY THOUSAND and 00/100 (\$30,000.00) Dollars from January 1, 2020 to December 31, 2020. The Town, in its sole discretion, reserves the right to increase the cap by up to \$30,000.00, and extend the terms of the contract by up to one year, said option to be exercised only by Town Board Resolution duly enacted by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted ninety (90) days from the date the expense was incurred. The Commissioner also reserves the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has not been performed.

6. TERMINATION

This Contract may be terminated at any time by the Town. In the event of termination, the only obligation to the Appraiser shall be for services and costs incurred to the date of receipt by the Appraiser of a notice of termination.

7. TERMS AND CONDITIONS

This Agreement is subject to and incorporates the applicable provisions attached hereto as Part II - Terms and Conditions dated 1/80. In said Part II the Town is referred to as the "Municipality".

8. OTHER PROVISIONS

As a condition of this Agreement, STANDARD VALUATION SERVICES, will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity resulting from this agreement.

IN WITNESS WHEREOF, the Town and the Appraiser have executed this Agreement as of the date first above written.

TOWN OF HEMPSTEAD

By: _____

Deputy Commissioner

STANDARD VALUATION SERVICES

By: _____

APPROVED AS TO
Available funds
By: _____ Date 3/9/20
Deputy Town Comptroller

Michael J. ...
MICHAEL J. ...
COMPTROLLER
REGENT ...
3/9/20

Katrina R. Brooks
Katrina R. Brooks
Director of Planning & Economic Development

APPROVED AS TO FORM
Charles O. Heme
SENIOR DEPUTY TOWN ATTORNEY
DATE 3/3/2020

APPROVED
Michael J. ...
DIRECTOR OF PURCHASING
3/3/2020

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO PAY ANNUAL INDIVIDUAL MEMBERSHIP DUES TO THE BUILDING INSPECTORS ASSOCIATION OF NASSAU COUNTY FOR ALL CODE ENFORCEMENT OFFICERS OF THE TOWN BUILDING DEPARTMENT

WHEREAS, New York State Department of State, requires a minimum of 24 hours of in-service training for Code Enforcement Officers, certified by New York State; and

WHEREAS, it continues to be in the best interest of the Town of Hempstead to sponsor the membership in Building Inspectors Association of Nassau County "B.I.A.N.C.O" for all Code Enforcement Officers of the Building Department. Such membership in B.I.A.N.C.O and attendance at the in-service training classes they provide in conformance with New York State Department of State mandates the Code Enforcement Officers to maintain their accreditation as required by state law; and

WHEREAS, the Commissioner of the Department of Buildings has requested payment for all Code Enforcement Officers of the Building Department be made for membership for the year May 1, 2020 to April 30, 2021 to B.I.A.N.C.O to facilitate compliance with said New York State Department of State education requirements; and

WHEREAS, the Town Board deems it in the best interest of the Town to pay the individual membership dues to B.I.A.N.C.O for all Code Enforcement Officers of the Town Building Department.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby approves the payment of individual membership dues to the Building Inspectors Association of Nassau County for all Code Enforcement Officers of the Town Building Department; and be it further

RESOLVED, that the comptroller is hereby authorized and directed to pay individual memberships currently \$85.00 annually, at a total cost of \$4,505.00 for the department's current staff to be paid out of and charged against the department of buildings fees and services account 030-002-3620-4151 with payments made to Building Inspectors Association of Nassau County, 1 Washington Street, Hempstead, New York 11550.

The forgoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 50
Case # 3003

CASE NO.

RESOLUTION NO.

Adopted:

Council offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING PAYMENT OF
2020 LICENSE FEES TO BROADCAST MUSIC,
INC. (BMI) TO COMPLY WITH THE COPYRIGHT
LAWS FOR ALL DEPARTMENTS IN THE TOWN OF
HEMPSTEAD FOR MUSIC PLAYED TO THE
PUBLIC.

WHEREAS, on March 23, 2010, the Town of Hempstead adopted Resolution No. 366-2010 and entered into a license agreement with Broadcast Music, Inc. (BMI), a New York Corporation having an office at 10 Music Square East, Nashville, Tennessee 37203, to comply with federal copyright laws; and

WHEREAS, Resolution No. 366-2010 authorizes the Comptroller to pay the annual license fee to Broadcast Music, Inc. for each year this agreement remains in effect; and

WHEREAS, Broadcast Music, Inc. (BMI) has submitted the 2020 annual license fee to the Town in the amount of \$6,312.60;

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller be and he hereby is authorized to pay the 2020 annual license fee to Broadcast Music, Inc. (BMI), in the amount of \$6,312.60 payable from General Fund Fees and Services 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

51

Case #

27265

CASE NO.

RESOLUTION NO.

Adopted:

offered

the following resolution and moved its adoption:

RESOLUTION APPROVING SITE PLANS SUBMITTED BY ALEXANDER CATALANO ON BEHALF OF AMENITY, LLC, IN CONNECTION WITH BUILDING APPLICATION #201802116 TO CONSTRUCT A FIVE STORY SELF-STORAGE BUILDING WITH ASSOCIATED SITE IMPROVEMENTS LOCATED ON THE EAST SIDE OF SOUTH STREET, 126.65' NORTH OF STEWART AVENUE, GARDEN CITY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, Alexander Catalano, on behalf of Amenity, LLC has submitted an application bearing #201802116, to construct a five story self-storage building with associated site improvements located on the east side of South Street, 126.65' north of Stewart Avenue, Garden City, Town of Hempstead, New York; and

WHEREAS, in connection with such application and pursuant to the requirements of Section 305 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, said applicant has submitted a Site Layout Plan, dated January 16, 2019, last revised October 10, 2019, and bearing the seal of Andrew J. Nee, P.E., License # 098591, University of the State of New York, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305 to be shown; and

WHEREAS, said site plan has been approved as submitted by the Commissioner of the Highway Department, the Town Engineer and the Commissioner of the Department of Buildings; and

WHEREAS, the Town Board, after giving due consideration to those matters required to be considered by them pursuant to the provisions of the aforesaid Section 305, finds it in the public interest that the site shown be developed and improved in accordance with the site plan as submitted subject to the conditions thereon noted;

NOW THEREFORE, BE IT

RESOLVED, that the site plan submitted by Alexander Catalano and Amenity, LLC entitled Site Layout Plan, dated January 16, 2019 and last revised October 10, 2019 and bearing the seal of Andrew J. Nee, P.E., License #098591, University of the State of New York, in connection with building application #201802116, to construct a five story self-storage building with associated site improvements located on the east side of South Street, 126.65' north of Stewart Avenue, Garden City, Town of Hempstead, New York, be and the same is hereby approved.

The foregoing resolution was adopted upon role call as follows:

AYES:

NOES:

Item # 52

Case # 30083

Resolution – Amending Resolution No. 80-2020 Re: Various offices,
position & occupations in the Town Government of the Town of
Hempstead.

Item # 54

Case # 7

CASE NO. 30263

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND CHAPTER 202 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "REGULATIONS & RESTRICTIONS" TO LIMIT PARKING AT VARIOUS LOCATIONS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Chapter 202 of the Code of the Town of Hempstead entitled "REGULATIONS & RESTRICTIONS" to limit parking at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 14-2020, Print No. 1 to amend the said Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS & RESTRICTIONS" to limit parking at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on April 21, 2020 at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 14-2020, Print No. 1, to amend Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS & RESTRICTIONS" to limit parking at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 55

Case # 30263

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 21st day of April, 2020, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE and REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

FRANKLIN SQUARE Section 202-7 MAXWELL STREET (TH 52/20) North Side - TWO HOUR PARKING 8 AM TO 8 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 38 feet west of the west curblines of New Hyde Park Road west to the east curblines of Pacific Avenue.

WOODMERE Section 202-17 FIR LANE (TH 65/20) East Side - NO PARKING 12 MIDNIGHT - 8 AM - starting at a point 30 feet north of the north curblines of Broadway north for a distance of 48 feet.

ALSO, to REPEAL from Chapter 202 "REGULATIONS AND RESTRICTIONS" to limit parking from the following locations:

FRANKLIN SQUARE Section 202-7 MAXWELL STREET (TH 283/17) North Side - TWO HOUR PARKING 8 AM TO 8 PM EXCEPT SUNDAYS & HOLIDAYS - from New Hyde Park Rd., west to Pacific Ave. (Adopted 10/3/17)

UNIONDALE Section 202-12 STANTON BOULEVARD (TH 56/91) South Side - NO PARKING 10 PM TO 6 AM - starting 247 feet east of east curblines of Nassau Road east for a distance of 80 feet. (Adopted 6/18/91)

STANTON BOULEVARD (TH 56/91) South Side - NO PARKING 10 PM TO 6 AM - starting 397 feet east of east curblines of Nassau Road east to west curblines of Mildred Place. (Adopted 6/18/91)

STANTON BOULEVARD (TH 25/99) North Side - NO PARKING 10 PM TO 6 AM - starting at the west curblines of Mildred Place west for a distance of 110 feet. (Adopted 5/25/99)

STANTON BOULEVARD (TH 25/99) North Side
- NO PARKING 10 PM TO 6 AM - starting
at a point 172 feet west of the west
curbline of Mildred Place west for a
distance of 25 feet. (Adopted 5/25/99)

ALL PERSONS INTERESTED shall have an opportunity to be
heard on said proposal at the time and place aforesaid.

Dated: March 31, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Town of Hempstead

A local law to amend Chapter two hundred and two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "REGULATIONS AND RESTRICTIONS" to limit parking at various locations.

Be it enacted by the Town Board of the Town of Hempstead as follows:

Section 1. Chapter two hundred and two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number one of two thousand twenty is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

FRANKLIN SQUARE
Section 202-7

MAXWELL STREET (TH 52/20) North Side – TWO HOUR PARKING 8 AM TO 8 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 38 feet west of the west curblines of New Hyde Park Road west to the east curblines of Pacific Avenue.

WOODMERE
Section 202-17

FIR LANE (TH 65/20) East Side – NO PARKING 12 MIDNIGHT – 8 AM – starting at a point 30 feet north of the north curblines of Broadway north for a distance of 48 feet.

Section 2. Chapter two hundred and two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine said Section last amended by local law number one of two thousand twenty is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

FRANKLIN SQUARE
Section 202-7

MAXWELL STREET (TH 283/17) North Side – TWO HOUR PARKING 8 AM TO 8 PM EXCEPT SUNDAYS & HOLIDAYS – from New Hyde Park Rd., west to Pacific Ave. (Adopted 10/3/17)

UNIONDALE
Section 202-12

STANTON BOULEVARD (TH 56/91) South Side – NO PARKING 10 PM TO 6 AM – starting 247 feet east of east curblines of Nassau Road east for a distance of 80 feet. (Adopted 6/18/91)

STANTON BOULEVARD (TH 56/91) South Side – NO PARKING 10 PM TO 6 AM – starting 397 feet east of east curblines of Nassau Road east to west curblines of Mildred Place. (Adopted 6/18/91)

STANTON BOULEVARD (TH 25/99) North Side – NO PARKING 10 PM TO 6 AM – starting at the west curblines of Mildred Place west for a distance of 110 feet. (Adopted 5/25/99)

STANTON BOULEVARD (TH 25/99) North Side – NO PARKING 10 PM TO 6 AM – starting at a point 172 feet west of the west curblines of Mildred Place west for a distance of 25 feet. (Adopted 5/25/99)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 30264

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-1 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "PARKING OR STANDING PROHIBITONS" AT VARIOUS LOCATIONS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-1 of the Code of the Town of Hempstead entitled "PARKING OR STANDING PROHIBITONS" at various locations; and

WHEREAS, _____ has introduced a proposed local law known as Intro. No. 15-2020, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on April 21, 2020, at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 15-2020, Print No. 1, to amend Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item# 56

Case# 30264

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 21st day of April, 2020, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE and REPEAL "PARKING OR STANDING PROHIBITIONS" at the following locations:

BALDWIN

KENNETH AVENUE (TH 47/20) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Demott Avenue south for a distance of 25 feet.

STANTON AVENUE (TH 621/19) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Edward Court west for a distance of 35 feet.

STANTON AVENUE (TH 621/19) North Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Edward Court east for a distance of 50 feet.

ELMONT

PELHAM STREET (TH 583/19) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Roquette Avenue west for a distance of 52 feet.

FRANKLIN SQUARE

MAXWELL STREET (TH 52/20) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of New Hyde Park Road west for a distance of 38 feet.

NEW HYDE PARK ROAD (TH 52/20) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Maxwell Street north for a distance of 30 feet.

NEW HYDE PARK ROAD (TH 52/20) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Maxwell Street south for a distance of 25 feet.

INWOOD SMITH STREET (TH 411/19) West Side - NO STOPPING ANYTIME - starting at a point 206 feet south of the south curblines of Mott Avenue south for a distance of 45 feet.

(NR) ISLAND PARK WATERVIEW ROAD (TH 70/20) South Side - NO STOPPING ANYTIME - from the west curblines of Pettit Place then east for a distance of 80 feet.

WATERVIEW ROAD (TH 70/20) North Side - NO PARKING ANYTIME - starting at a point 30 feet east of the east curblines of Pettit Place east for a distance of 30 feet.

WATERVIEW ROAD (TH 70/20) North Side - NO STOPPING ANYTIME - starting at a point 150 feet east of the east curblines of Pettit Place east to its east most terminus.

ROOSEVELT W. CENTENNIAL AVENUE (TH 67/20) South Side - NO PARKING ANYTIME - starting at a point 82 feet west of the west curblines of Brookside Avenue then west for a distance of 70 feet of Brookside Avenue then west for a distance of 70 feet.

WEST HEMPSTEAD PARK AVENUE (TH 43/20) West Side - NO STOPPING HERE TO CORNER - starting at the south curblines of Maple Street south for a distance of 30 feet.

POPLAR STREET (TH 71/20) East Side - NO STOPPING ANYTIME - starting at a point 20 feet north of the north curblines of Hempstead Avenue then north for a distance of 70 feet.

ALSO, to REPEAL from Section 202-1 "PARKING OR STANDING PROHIBITIONS" from the following locations:

INWOOD SMITH STREET (TH 373/16) West Side - NO STOPPING ANYTIME - starting at a point 206 feet south of the south curblines of Mott Ave., south for a distance of 18 feet. (Adopted 11/29/16)

(NR) ISLAND PARK WATERVIEW ROAD (TH 418/87) North Side - NO STOPPING ANYTIME - starting at the easterly terminus west for a distance of 30 feet. (Adopted 11/29/88)

WATERVIEW ROAD (TH 418/87) South Side - NO STOPPING ANYTIME - starting at the easterly terminus west for a distance of 30 feet. (Adopted 11/29/88)

WATERVIEW ROAD (TH 329/93) South Side -
NO STOPPING ANYTIME - at the easterly
termination from its north curblineline to
its south curblineline. (Adopted 1/25/94)

WATERVIEW ROAD (TH 550/97) North Side -
NO PARKING ANYTIME - starting at a
point 30 feet east of the east curblineline
of Pettit Place east to a point 30 feet
west of the easterly terminus.
(Adopted 2/23/99)

WEST HEMPSTEAD

POPLAR STREET - East Side - NO STOPPING
HERE TO CORNER - starting at the north
curblineline of Hempstead Avenue north for
a distance of 30 feet.
(Adopted 10/16/62)

ALL PERSONS INTERESTED shall have an opportunity to be
heard on said proposal at the time and place aforesaid.

Dated: March 31, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Town of Hempstead

A local law to amend Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations.

Be it enacted by the Town Board of the Town of Hempstead as follows:

Section 1. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number two of two thousand twenty is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BALDWIN

KENNETH AVENUE (TH 47/20) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Demott Avenue south for a distance of 25 feet.

STANTON AVENUE (TH 621/19) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Edward Court west for a distance of 35 feet.

STANTON AVENUE (TH 621/19) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Edward Court east for a distance of 50 feet.

ELMONT

PELHAM STREET (TH 583/19) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Roquette Avenue west for a distance of 52 feet.

FRANKLIN SQUARE

MAXWELL STREET (TH 52/20) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of New Hyde Park Road west for a distance of 38 feet.

NEW HYDE PARK ROAD (TH 52/20) West Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Maxwell Street north for a distance of 30 feet.

NEW HYDE PARK ROAD (TH 52/20) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Maxwell Street south for a distance of 25 feet.

INWOOD

SMITH STREET (TH 411/19) West Side – NO STOPPING ANYTIME – starting at a point 206 feet south of the south curbline of Mott Avenue south for a distance of 45 feet.

(NR) ISLAND PARK

WATERVIEW ROAD (TH 70/20) South Side – NO STOPPING ANYTIME – from the west curbline of Pettit Place then east for a distance of 80 feet.

WATERVIEW ROAD (TH 70/20) North Side – NO PARKING ANYTIME – starting at a point 30 feet east of the east curbline of Pettit Place east for a distance of 30 feet.

WATERVIEW ROAD (TH 70/20) North Side – NO STOPPING ANYTIME – starting at a point 150 feet east of the east curbline of Pettit Place east to its east most terminus.

ROOSEVELT

W. CENTENNIAL AVENUE (TH 67/20) South Side – NO PARKING ANYTIME – starting at a point 82 feet west of the west curbline of Brookside Avenue then west for a distance of 70 feet of Brookside Avenue then west for a distance of 70 feet.

WEST HEMPSTEAD

PARK AVENUE (TH 43/20) West Side – NO STOPPING HERE TO CORNER – starting at the south curblineline of Maple Street south for a distance of 30 feet.

POPLAR STREET (TH 71/20) East Side – NO STOPPING ANYTIME – starting at a point 20 feet north of the north curblineline of Hempstead Avenue then north for a distance of 70 feet.

Section 2. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number two of two thousand twenty is hereby amended by repealing therein “PARKING OR STANDING PROHIBITIONS” at the following locations:

INWOOD

SMITH STREET (TH 373/16) West Side – NO STOPPING ANYTIME – starting at a point 206 feet south of the south curblineline of Mott Ave., south for a distance of 18 feet. (Adopted 11/29/16)

(NR) ISLAND PARK

WATERVIEW ROAD (TH 418/87) North Side – NO STOPPING ANYTIME – starting at the easterly terminus west for a distance of 30 feet. (Adopted 11/29/88)

WATERVIEW ROAD (TH 418/87) South Side – NO STOPPING ANYTIME – starting at the easterly terminus west for a distance of 30 feet. (Adopted 11/29/88)

WATERVIEW ROAD (TH 329/93) South Side – NO STOPPING ANYTIME – at the easterly termination from its north curblineline to its south curblineline. (Adopted 1/25/94)

WATERVIEW ROAD (TH 550/97) North Side – NO PARKING ANYTIME – starting at a point 30 feet east of the east curblineline of Pettit Place east to a point 30 feet west of the easterly terminus. (Adopted 2/23/99)

WEST HEMPSTEAD

POPLAR STREET – East Side – NO STOPPING HERE TO CORNER – starting at the north curblineline of Hempstead Avenue north for a distance of 30 feet. (Adopted 10/16/62)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 30265

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-5 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "ARTERIAL STOPS" AT VARIOUS LOCATIONS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-5 of the Code of the Town of Hempstead entitled "ARTERIAL STOPS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 18-2020, Print No. 1 to amend the said Section 197-5 of the Code of the Town of Hempstead to include "ARTERIAL STOPS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on April 21, 2020, at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 18-2020, Print No. 1, to amend Section 197-5 of the Code of the Town of Hempstead to include "ARTERIAL STOPS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 57

Case # 30265

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 21st day of April, 2020, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following locations:

FRANKLIN SQUARE WILLOW ROAD (TH 66/20) STOP - all traffic traveling northbound on Hemlock Street shall come to a full stop.

GARDEN CITY SOUTH BRIXTON ROAD SOUTH (TH 513/19) STOP - all traffic traveling eastbound on Warren Boulevard shall come to a full stop.

BRIXTON ROAD SOUTH (TH 513/19) STOP - all traffic traveling westbound on Warren Boulevard shall come to a full stop.

WEST HEMPSTEAD HOWARD AVENUE (TH 57/20) STOP - all traffic traveling northbound shall come to a full stop at Jefferson Street.

HOWARD AVENUE (TH 57/20) STOP - all traffic traveling southbound shall come to a full stop at Jefferson Street.

PARK AVENUE (TH 43/20) STOP - all traffic traveling eastbound on Maple Street shall come to a full stop.

ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: March 31, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "ARTERIAL STOPS" at various locations.

Be it enacted by the Town Board of the Town of Hempstead as follows:

Section 1. Section one hundred ninety seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number three of two thousand twenty is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

FRANKLIN SQUARE

WILLOW ROAD (TH 66/20) STOP – all traffic traveling northbound on Hemlock Street shall come to a full stop.

GARDEN CITY SOUTH

BRIXTON ROAD SOUTH (TH 513/19) STOP – all traffic traveling eastbound on Warren Boulevard shall come to a full stop.

BRIXTON ROAD SOUTH (TH 513/19) STOP – all traffic traveling westbound on Warren Boulevard shall come to a full stop.

WEST HEMPSTEAD

HOWARD AVENUE (TH 57/20) STOP – all traffic traveling northbound shall come to a full stop at Jefferson Street.

HOWARD AVENUE (TH 57/20) STOP – all traffic traveling southbound shall come to a full stop at Jefferson Street.

PARK AVENUE (TH 43/20) STOP – all traffic traveling eastbound on Maple Street shall come to a full stop.

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 30266

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-13 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" AT VARIOUS LOCATIONS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-13 of the Code of the Town of Hempstead entitled "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 19-2020, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on April 21, 2020 at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 19-2020, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 58

Case # 30266

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 21st day of April, 2020, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to INCLUDE and REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

BALDWIN STANTON AVENUE (TH 621/19) North Side - NO STOPPING 8 AM TO 4 PM SCHOOL DAYS - starting at a point 35 feet west of the west curbline of Edward Court then west for a distance of 40 feet.

ALSO, to REPEAL from Section 197-13 "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" from the following locations:

BALDWIN STANTON AVENUE (TH 351/95) North Side - NO STOPPING 8 AM TO 4 PM SCHOOL DAYS - from the west curbline of Edward Court west for a distance of 60 feet. (Adopted 6/4/95)

ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: March 31, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations.

Be it enacted by the Town Board of the Town of Hempstead as follows:

Section 1. Section one hundred ninety seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number four of two thousand twenty is hereby amended by including therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

BALDWIN STANTON AVENUE (TH 621/19) North Side – NO STOPPING 8 AM TO 4 PM SCHOOL DAYS – starting at a point 35 feet west of the west curbline of Edward Court then west for a distance of 40 feet.

Section 2. Section one hundred ninety seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number four of two thousand twenty is hereby amended by repealing therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

BALDWIN STANTON AVENUE (TH 351/95) North Side – NO STOPPING 8 AM TO 4 PM SCHOOL DAYS – from the west curbline of Edward Court west for a distance of 60 feet. (Adopted 6/4/95)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 20614

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-53 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "LOADING ZONES" AT VARIOUS LOCATIONS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-53 of the Code of the Town of Hempstead entitled "LOADING ZONES" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 16-2020, Print No. 1 to amend the said Section 202-53 of the Code of the Town of Hempstead to include "LOADING ZONES" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on April 21, 2020, at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 16-2020, Print No. 1, to amend Sections 202-53 of the Code of the Town of Hempstead to include "LOADING ZONES" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 59

Case # 20614

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 21st day of April, 2020, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 202-53 of the code of the Town of Hempstead to INCLUDE "LOADING ZONES" at the following locations:

(NR) ISLAND PARK	PETTIT PLACE (TH 70/20) West Side - NO PARKING LOADING ZONE - starting at a point 211 feet south of the south of the south curblineline of Waterfront Boulevard south the east for a distance of 50 feet.
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ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: March 31, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Town of Hempstead

A local law to amend Section two hundred and two dash fifty three of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "LOADING ZONES" at various locations.

Be it enacted by the Town Board of the Town of Hempstead as follows:

Section 1. Section two hundred and two dash fifty three of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine said Section last amended by local law number eighteen of two thousand nineteen is hereby amended by including therein "LOADING ZONES" at the following locations:

(NR) ISLAND PARK

PETTIT PLACE (TH 70/20) West Side – NO PARKING
LOADING ZONE – starting at a point 211 feet south of the
south of the south curblineline of Waterfront Boulevard south the
east for a distance of 50 feet.

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 18920

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-52 OF THE CODE OF THE TOWN OF HEMPSTEAD TO REPEAL "TAXI-CAB STANDS" AT VARIOUS LOCATIONS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-52 of the Code of the Town of Hempstead entitled "TAXI-CAB STANDS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 17-2020, Print No. 1 to amend the said Section 202-52 of the Code of the Town of Hempstead to repeal "TAXI-CAB STANDS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on April 21, 2020, at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 17-2020, Print No. 1, to amend Chapter 202-52 of the Code of the Town of Hempstead to repeal "TAXI-CAB STANDS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 60

Case # 18920

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 21st day of April, 2020, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 202-52 of the code of the Town of Hempstead to REPEAL "TAXI-CAB STANDS" at the following locations:

(NR) ISLAND PARK Beginning at a point thirty (30) feet west of the northwesterly corner of Waterfront Boulevard and Pettit Place along the northwesterly side of Waterfront Boulevard to a point thirty (30) feet east of the northeasterly corner of Waterfront Boulevard and Beach Avenue in Barnum Island. (Adopted 7/27/99)

ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: March 31, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Town of Hempstead

A local law to amend Section two hundred two dash fifty two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to repeal "TAXI-CAB STANDS" at various locations.

Be it enacted by the Town Board of the Town of Hempstead as follows:

Section 1. Section two hundred two dash fifty two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number eighty six of two thousand eighteen is hereby amended by repealing therein "TAXI-CAB STANDS" at the following locations:

(NR) ISLAND PARK

Beginning at a point thirty (30) feet west of the northwesterly corner of Waterfront Boulevard and Pettit Place along the northwely side of Waterfront Boulevard to a point thirty (30) feet east of the northeasterly corner of Waterfront Boulevard and Beach Avenue in Barnum Island. (Adopted 7/27/99)

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L.H. Bennett Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, One Washington Street, Village and Town of Hempstead, New York, on the 21st day of April, 2020, at 7:00 o'clock in the evening of that day, to consider the amendment of section 128-45 of Chapter 128 of the Code of the Town of Hempstead, in relation to increasing the maximum fines for illegal dumping of refuse and garbage on vacant lots or streets.

The proposed local law is on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, One Washington Street, Hempstead, New York, where the same may be inspected during office hours.

ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: Hempstead, New York
March 31, 2020.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Intro. No.

Print No.

Town of Hempstead

A local law to amend section 128-45 of Article III of Chapter 128 of the Code of the town of Hempstead, entitled "Penalties for offenses" in relation to increasing the maximum fines for illegal dumping of refuse and garbage on vacant lots or streets.

Introduced by:

Be it enacted by the Town Board of the Town of Hempstead as follows:

Section 1. Section 128-45 of Article III of Chapter 128 of the code of the town of Hempstead, as last amended by local law number forty-five of two thousand five, hereby is amended to henceforth read as follows:

Chapter 128
Garbage and Rubbish

* * *

Article III
Dumping of Refuse and Garbage

* * *

§ 128-45. Penalties for offenses.

Any person or persons, association, corporation or other legal entity committing an offense against this article, or any section or provision thereof, is guilty of an unclassified misdemeanor punishable by a fine not exceeding \$10,000.00 or imprisonment for a period not exceeding one year for each such offense, or both such fine and imprisonment.

Section 2. This local law shall become effective immediately upon filing with the secretary of state.

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L.H. Bennett Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, One Washington Street, Village and Town of Hempstead, New York, on the 21st day of April , 2020, at 7:00 o'clock in the evening of that day, to consider a local law to amend section 183-8 of Chapter 183 of the Code of the Town of Hempstead, entitled "Tow Cars" by adding a new subsection "E" thereof in relation to regulations for heavy duty towing.

The proposed local law is on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, One Washington Street, Hempstead, New York, where the same may be inspected during office hours.

ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: Hempstead, New York
March 31 , 2020.

BY ORDER OF THE TOWN BOARD

OF THE TOWN OF HEMPSTEAD

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Intro. No.

Print No.

Town of Hempstead

A local law to amend section 183-8 of Chapter 183 of the Code of the town of Hempstead entitled "Tow Cars" by adding a new subsection "E" thereof in relation to regulations for heavy duty towing.

Introduced by:

Be it enacted by the Town Board of the Town of Hempstead as follows:

Section 1. Section 183-8 of Chapter 183 of the code of the town of Hempstead, as last amended by local law number fifty-eight of two thousand sixteen, hereby is amended by adding a new subsection "E" thereof in relation to regulations for heavt duty towing, to read as follows:

Chapter 183
Tow Cars

* * *

§ 183-8. Tow Car Requirements.

* * *

E. Heavy duty towing. Notwithstanding any provision of this Chapter to the contrary, no tow car shall engage in heavy duty towing unless it shall comprise at least three live axles, none of which shall be lift axles. Heavy duty towing shall be considered towing of any vehicle or trailer which has a gross weight of over 10,000 lbs. Nothing herein shall be construed to supersede any controlling law to the contrary. The Town Clerk may make such notation on any license or take such other act deemed necessary to ensure compliance with this requirement.

Section 2. This local law shall become effective immediately upon filing with the secretary of state.

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L.H. Bennett Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, One Washington Street, Village and Town of Hempstead, New York, on the 21st day of April , 2020, at 7:00 o'clock in the evening of that day, to consider the enactment of a local law for the amendment of section three dash two of Chapter Three of the Code of the Town of Hempstead, in relation to the definition of the term "Program Time Period" applicable to Apprenticeship Training Programs for Town Contracts.

The proposed local law is on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, One Washington Street, Hempstead, New York, where the same may be inspected during office hours.

ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: Hempstead, New York
March 31 , 2020.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Intro No.

Print No.

Town of Hempstead

A local law to amend section three dash two of Chapter Three of the Code of the Town of Hempstead, in relation to the definition of the term "Program Time Period" applicable to Apprenticeship Training Programs for Town Contracts

Introduced by:

Be it enacted by the town board of the town of Hempstead as follows:

Section One. Section three dash two of chapter three of the code of the town of Hempstead is hereby amended such that the definition of the term "Program Time Period" shall read as follows:

Chapter 3

Apprenticeship Training Programs for Town Contracts

* * *

§3-2. Definitions.

As used in this local law, the following terms shall have the meanings indicated:

* * *

PROGRAM TIME PERIOD

The period of time equal to 12 months immediately preceding the date of bid-opening for a particular construction contract.

Section 2. This local law shall take effect immediately in accordance with law.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING ON THE INCREASE AND IMPROVEMENT OF THE FRANKLIN SQUARE WATER DISTRICT.

WHEREAS, the Board of Water Commissioners of the Franklin Square Water District has proposed certain improvements and has requested that the Town Board hold a public hearing regarding the upgrade of the facilities and equipment of the District; and

WHEREAS, said Board of Water Commissioners has submitted to the Town Board an estimate of cost relating to said improvements; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item #

64

Case #

4160A

At a meeting of the Town Board
of the Town of Hempstead, in
the County of Nassau, New York,
held at the Town Meeting
Pavilion, Hempstead Town Hall,
Town Hall Plaza, 1 Washington
Street, Hempstead, New York, on
the day of , 2020.

P R E S E N T :

HON., Supervisor Donald X. Clavin, Jr.
Councilwoman Dorothy L. Goosby
Councilman Bruce A. Blakeman
Councilman Anthony P. D'Esposito
Councilman Dennis Dunne, Sr.
Councilman Thomas E. Muscarella
Councilman Christopher Carini

----- X

IN THE MATTER

ORDER

- of -

THE INCREASE AND IMPROVEMENT :
OF THE FRANKLIN SQUARE WATER :
DISTRICT IN THE TOWN OF HEMPSTEAD :
COUNTY OF NASSAU, STATE OF NEW YORK :
----- X

WHEREAS, the Board of Water Commissioners of the Franklin Square Water District has proposed certain improvements and has requested that the Town Board hold a public hearing regarding the upgrade of the facilities and equipment of the District; and

WHEREAS, said Board of Water Commissioners at a meeting held January 14, 2020 approved construction of well head treatment for Wells Nos. 4 and 5 packed tower aeration and AOP treatment, and passed a resolution to raise \$2,748,000.00 with a bond to be issued through and by the Town of Hempstead, and has submitted to the Town Board an estimate of cost relating to said improvements; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

ORDERED, that a public hearing be held by this Town Board on the 21st day of April, 2020, at 7:00 o'clock P.M. at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Franklin Square Water District consisting of construction of well head treatment for Wells Nos. 4 and 5 packed tower aeration and AOP treatment, and authorization to raise \$2,748,000.00 with a bond to be issued through and by the Town of Hempstead, and has submitted to the Town Board an estimate of cost relating to said improvements.

ALL PERSONS desiring to be heard concerning the subject of the above-mentioned hearing will be given an opportunity to be heard at the time and place aforesaid.

Dated: Hempstead, New York
March 31, 2020

Donald X. Clavin, Jr., Supervisor

Dorothy L. Goosby

Bruce A. Blakeman

Anthony P. D'Esposito

Dennis Dunne, Sr.

Thomas E. Muscarella

Christopher Carini

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a copy of the Certified Order, once in a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said notice of public hearing on the signboard of the Town.

The foregoing resolution was seconded by
and adopted upon roll call as follows:

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 5th day of May , 2020, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 190 of the Code of the Town of Hempstead by the insertion of a location into Section 190-4, subdivision "A", in relation to a 20 mph school speed limit, 7 AM to 6 PM, school days, as follows:

"A" - 20 mph school speed limits

FRANKLIN SQUARE, WILLOW ROAD - between
Catalpa Drive and Birch Street.
(TH-13/20)

The proposed local law is on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where same may be inspected during office hours.

ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: Hempstead, New York
March 31 , 2020.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Intro No.

Print No.

Town of Hempstead

A local law to amend chapter one hundred ninety of the code of the town of Hempstead by the insertion of a location into section one hundred ninety dash four, subdivision "A", in relation to a 20 mph school speed limit, 7 AM to 6 PM school days.

Introduced by:

Be it enacted by the town board of the town of Hempstead as follows:

Section 1. Section one hundred ninety dash four of the code of the town of Hempstead as constituted by local law number one of nineteen hundred, sixty-nine, hereby is amended by the addition of a location into subdivision "A" thereof, to read as follows:

"A" - 20 mph school speed limit
7 AM to 6 PM school days

FRANKLIN SQUARE, WILLOW ROAD - between Catalpa Drive and Birch Street.
(TH-13/20)

§2. This local law shall take effect immediately upon filing with the secretary of state.

UNIONDALE

CAMPUS STREET - west side, starting at a point 224 feet south of the south curblineline of Macon Place, south for a distance of 20 feet.

(TH-18/20)

MACON PLACE - south side, starting at a point 45 feet east of the east curblineline of Uniondale Avenue, east for a distance of 22 feet.

(TH-61/20)

and on the repeal of the following location previously set aside as parking spaces for physically handicapped persons:

ELMONT

PELHAM STREET - north side, starting at a point 43 feet west of the west curblineline of Roquette Avenue, west for a distance of 20 feet.

(TH-583/19 - 2/04/20) (TH-583(B)/19)

WANTAGH

SYCAMORE AVENUE - east side, starting at a point 251 feet south of the south curblineline of Broad Street, south for a distance of 20 feet.

(TH-10/16 - 3/08/16) (TH-51/20)

; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper having a general circulation in the Town of Hempstead, once at least ten days prior to the above-specified date of said hearing.

The foregoing resolution was seconded by and adopted upon roll call as follows:

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the code of the Town of Hempstead entitled, "Handicapped Parking on Public Streets," a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 5th day of May , 2020, at 10:30 o'clock in the forenoon of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

ELMONT

PELHAM STREET - north side, starting at a point 52 feet west of the west curbline of Roquette Avenue, west for a distance of 20 feet.
(TH-583(B)/19)

BUTLER BOULEVARD - west side, starting at a point 84 feet south of the south curbline of Surprise Street, south for a distance of 20 feet.
(TH-42/20)

FRANKLIN SQUARE

CLAFLIN BOULEVARD - east side, starting at a point 8 feet north of a point opposite the north curbline of Propp Avenue, north for a distance of 25 feet.
(TH-34/20)

UNIONDALE

CAMPUS STREET - west side, starting at a point 224 feet south of the south curbline of Macon Place, south for a distance of 20 feet.
(TH-18/20)

MACON PLACE - south side, starting at a point 45 feet east of the east curbline of Uniondale Avenue, east for a distance of 22 feet.
(TH-61/20)

and on the repeal of the following location previously set aside as parking spaces for physically handicapped persons:

ELMONT

PELHAM STREET - north side,
starting at a point 43 feet west
of the west curblineline of Roquette
Avenue, west for a distance of 20
feet.

(TH-583/19 - 2/04/20) (TH-583(B)/19)

WANTAGH

SYCAMORE AVENUE - east side, starting
at a point 251 feet south of the south
curblineline of Broad Street, south for a
distance of 20 feet.

(TH-10/16 - 3/08/16) (TH-51/20)

ALL PERSONS INTERESTED shall have an opportunity to
heard on said proposal at the time and place aforesaid.

Dated: Hempstead, New York
March 31 , 2020

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING
ON THE ADOPTION OF TOWN OF HEMPSTEAD
PUBLIC PARKING FIELD MAP SHOWING
PARKING REGULATIONS AT CERTAIN PARKING
FIELDS.

WHEREAS, pursuant to Section 80-4 of the Code of the Town of Hempstead, public hearings are held on the adoption of public parking field map, indicating traffic and parking regulations thereon; and

WHEREAS, the Commissioner of General Services has submitted parking field map for certain locations showing revisions of maps heretofore adopted with respect to said regulations;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on the 5th day of May, 2020, at 10:30 o'clock in the fore noon of that day, at which time all interested persons shall be heard on the adoption of the following public parking field map showing the adoption of two (2) "Park Head In" signs, two (2) "Keep Right" signs and four (4) "One Way" signs in parking field FS-3, Franklin Square; all in accordance with Section 80-4 of the Code of the Town of Hempstead:

FRANKLIN SQUARE

FS-3

Holzheimer Street & Pacific Avenue
Parking Field
Franklin Square Public Parking District
(TH-63/20)

and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of said hearing by the publication thereof once in a newspaper having a general circulation in the Town of Hempstead, pursuant to Section 4-1 of Chapter Four of the Code of the Town of Hempstead entitled, "Local Laws: Adoption" prior to the above specified date of said hearing.

The foregoing resolution was seconded by and adopted upon roll call as follows:

AYES

NOES:

Item #

67

Case #

16214

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Commissioner of General Services of the Town of Hempstead has prepared revised parking field maps for the following locations, which revisions consist of the adoption of the following public parking field maps showing the adoption of two (2) "Park Head In" signs, two (2) "Keep Right" signs and four (4) "One Way" signs in parking field FS-3, Franklin Square; all in accordance with Section 80-4 of the Code of the Town of Hempstead:

PLEASE TAKE FURTHER NOTICE that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 5th day of May, 2020, at 10:30 o'clock in the forenoon of that day, to consider the adoption of the following revised public parking field maps:

FRANKLIN SQUARE
FS-3

Holzheimer Street & Pacific Avenue
Parking Field
Franklin Square Public Parking District
(TH-63/20)

Copies of the proposed public parking field maps are on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York.

ALL INTERESTED PERSONS shall have an opportunity

to be heard on said proposal at the time and place
aforesaid.

Dated: Hempstead, New York
March 31 , 2020

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR HAROLD BALL,
SAFETY CONSULTANT, IN THE DEPARTMENT
OF HUMAN RESOURCES.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Harold Ball, Safety Consultant, in the Department of Human Resources, be and hereby is increased to \$70,595, Ungraded, by the Director of Human Resources and ratified by the Town Board of the Town of Hempstead effective April 1, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ROBERT BOGLE
AS COUNSEL TO BOARD OF APPEALS, IN
THE BOARD OF APPEALS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Robert Bogle be and hereby is appointed Counsel to Board of Appeals, Exempt, Ungraded, at an annual salary of \$79,000, in the Board of Appeals, by the Chairman of the Board of Appeals and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective April 13, 2020 and
BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR STEPHEN
BROWN, COUNSEL TO THE RECEIVER OF
TAXES, IN THE OFFICE OF THE RECEIVER OF
TAXES.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Stephen Brown, Counsel to the Receiver of Taxes in the Office of the Receiver of Taxes, be and hereby is increased to \$96,580, Ungraded, by the Receiver of Taxes and ratified by the Town Board of the Town of Hempstead effective April 1, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ANTHONY
CALAGNA III, LABORER I, IN THE
DEPARTMENT OF CONSERVATION AND
WATERWAYS.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Anthony Calagna III, Laborer I, in the
Department of Conservation and Waterways, be and hereby is increased to Grade 9, Step 4 (E),
\$52,540, by the Commissioner of the Department of Conservation and Waterways and ratified by the
Town Board of the Town of Hempstead effective April 1, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JENNIFER CANDELARIA
AS OFFICE SERVICES ASSISTANT, IN THE
DEPARTMENT OF GENERAL SERVICES,
TRAFFIC CONTROL DIVISION, FROM THE
CIVIL SERVICE LIST.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Jennifer Candelaria has passed the examination for the position of Office Services Assistant, Civil Service List No. 63-535, and is eligible for appointment thereto, NOW,
THEREFORE, BE IT

RESOLVED, that Jennifer Candelaria, now serving as Telephone Operator, in the Department of General Services, Traffic Control Division, be and hereby is appointed Office Services Assistant, Competitive, Permanent, Grade 12, Step 10 (K), \$75,949, from the civil service list, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective April 1, 2020 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR PAUL DIPIANO,
PHOTOGRAPHIC MACHINE OPERATOR I, IN
THE DEPARTMENT OF GENERAL SERVICES,
ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Paul Dipiano, Photographic Machine Operator I, in the Department of General Services, Administration, be and hereby is increased to Grade 12, Step 6 (G), \$61,112, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective April 1, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANTONIO FANIZZI AS
DEPUTY COMMISSIONER, DEPARTMENT OF
HIGHWAYS, IN THE DEPARTMENT OF
HIGHWAY BUDGET CODE 5010.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Antonio Fanizzi, now serving as Highway Maintenance Crew Chief, in the Department of Highway Budget Code 5110, be and hereby is appointed Deputy Commissioner, Department of Highways, Exempt, Ungraded, at an annual salary of \$138,000, in the Department of Highway, Budget Code 5010, by the Commissioner of the Department of Highway, and ratified by the Town Board of the Town of Hempstead effective April 1, 2020, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ERIC FARAONE AS
MAINTENANCE MASON CREW CHIEF, IN THE
DEPARTMENT OF HIGHWAY.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Eric Faraone, now serving as Equipment Operator I, in the Department of Highway, be and hereby is appointed Maintenance Mason Crew Chief, Non Competitive, Ungraded, at an annual salary of \$75,000, in the Department of Highway, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective April 1, 2020, and
BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ALAN FELDMAN AS
PUBLIC SAFETY OFFICER I, IN THE
DEPARTMENT OF PUBLIC SAFETY FROM
THE CIVIL SERVICE LIST.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Alan Feldman has passed the examination for the position of Public Safety Officer I, Civil Service List No. 64-978, and is eligible for appointment thereto, NOW, THEREFORE, BE IT.

RESOLVED, that Alan Feldman be and hereby is appointed Public Safety Officer I, Competitive, Permanent, Grade 14, Start Step (A), \$49,306, in the Department of Public Safety, from the civil service list, by the Commissioner of the Department of Public Safety and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective April 20, 2020 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JENNIFER FELDMAN AS
OFFICE SERVICES ASSISTANT, IN THE
DEPARTMENT OF HUMAN RESOURCES,
FROM THE CIVIL SERVICE LIST.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Jennifer Feldman has passed the examination for the position of Office Services Assistant, Civil Service List No. 63-535, and is eligible for appointment thereto, NOW, THEREFORE,
BE IT

RESOLVED, that Jennifer Feldman, now serving as Clerk Laborer, in the Department of Human Resources, be and hereby is appointed Office Services Assistant, Competitive, Permanent, Grade 12, Step 2 (C), \$52,146, from the civil service list, by the Director of Human Resources and ratified by the Town Board of the Town of Hempstead effective April 1, 2020 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOSEPH FOARILE
AS COMMUNITY RESEARCH ASSISTANT, IN
THE OFFICE OF THE TOWN COMPTROLLER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Joseph Foarile be and hereby is appointed Community Research Assistant, Non Competitive, Ungraded, at an annual salary of \$75,000, in the Office of the Town Comptroller, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective April 13, 2020 and
BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR CARLOS GARCIA,
LABORER I, IN THE DEPARTMENT OF PARKS
AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Carlos Garcia, Laborer I, in the Department of Parks and Recreation, be and hereby is increased to Grade 9, Step 12 (M), \$75,640, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective April 1, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR PAULA
GILDERSLEEVE, CLERK IV, IN THE
DEPARTMENT OF HUMAN RESOURCES.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Paula Gildersleeve, Clerk IV, in the Department of Human Resources, be and hereby is increased to Grade 17, Step 12 (M), \$97,431, by the Director of Human Resources and ratified by the Town Board of the Town of Hempstead effective April 1, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOHN HANNA AS
COMMUNITY RESEARCH ASSISTANT, IN
THE DEPARTMENT OF GENERAL SERVICES,
ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that John Hanna be and hereby is appointed Community Research Assistant, Non Competitive, Ungraded, at an annual salary of \$70,000, in the Department of General Services, Administration, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective April 13, 2020 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ALBERT JAEGER
III, SECRETARY TO BOARD OF APPEALS, IN
THE BOARD OF APPEALS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Albert Jaegers III, Secretary to Board of Appeals, in the Board of Appeals, be and hereby is increased to \$68,000, Ungraded, by the Chairman of the Board of Appeals and ratified by the Town Board of the Town of Hempstead effective April 1, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR RYAN KINNEARY,
MARINE MAINTENANCE MECHANIC, IN THE
DEPARTMENT OF CONSERVATION AND
WATERWAYS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Ryan Kinneary, Marine Maintenance Mechanic, in the Department of Conservation and Waterways, be and hereby is increased to Grade 14, Step 6 (G), \$64,792, by the Commissioner of the Department of Conservation and Waterways and ratified by the Town Board of the Town of Hempstead effective April 1, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JACLYN LINO AS OFFICE SERVICES ASSISTANT, IN THE DEPARTMENT OF WATER, FROM THE CIVIL SERVICE LIST.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Jaclyn Lino has passed the examination for the position of Office Services Assistant, Civil Service List No. 78-247, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Jaclyn Lino, now serving as Clerk Laborer, in the Department of Water, be and hereby is appointed Office Services Assistant, Competitive, Permanent, Grade 12, Step 4 (E), \$57,057, from the civil service list, by the Commissioner of the Department of Water and ratified by the Town Board of the Town of Hempstead effective April 1, 2020 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF BRYAN MADDEN AS
LABORER II, IN THE DEPARTMENT OF PARKS
AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Bryan Madden, now serving as Laborer I, in the
Department of Parks and Recreation, be and hereby is appointed Laborer II, Non Competitive, Grade 11,
Step 5 (F), \$57,440, in the Department of Parks and Recreation, by the Commissioner of the Department
of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective
April 1, 2020, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be
terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CHRISTOPHER MALONEY
AS PARKS MAINTENANCE SUPERVISOR, IN
THE DEPARTMENT OF PARKS AND
RECREATION, FROM THE CIVIL SERVICE
LIST.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has
certified that Christopher Maloney has passed the examination for the position of Parks Maintenance
Supervisor, Civil Service List No. 70-857, and is eligible for appointment thereto, NOW, THEREFORE,
BE IT

RESOLVED, that Christopher Maloney, now serving as Park Supervisor II,
Competitive, Permanent, in the Department of Parks and Recreation, be and hereby is appointed
Parks Maintenance Supervisor, Competitive, Permanent, Grade 24, Step 11 (L), \$122,249, from the civil
service list, by the Commissioner of the Department of Parks and Recreation and ratified by the Town
Board of the Town of Hempstead effective April 1, 2020 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ROBERT NORI,
DEPUTY TOWN ATTORNEY, IN THE OFFICE OF
THE TOWN ATTORNEY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Robert Nori, Deputy Town Attorney, in the Office of the Town Attorney, be and hereby is increased to \$67,118, Ungraded, by the Town Attorney and ratified by the Town Board of the Town of Hempstead effective April 1, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR MICHAEL ODDO,
PHOTOGRAPHIC MACHINE OPERATOR II, IN
THE DEPARTMENT OF GENERAL SERVICES,
ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Michael Oddo, Photographic
Machine Operator II, in the Department of General Services, Administration, be and hereby is increased
to Grade 15, Step 7 (H), \$70,388, by the Commissioner of the Department of General Services and
ratified by the Town Board of the Town of Hempstead effective April 1, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR KENNETH
PANARO, GROUNDSKEEPER I, IN THE
DEPARTMENT OF PARKS AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Kenneth Panaro, Groundskeeper I in
the Department of Parks and Recreation, be and hereby is increased to Grade 13, Step 8 (I), \$72,585, by
the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the
Town of Hempstead effective April 1, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF LISA PARRELLA
AS COMMUNITY RESEARCH ASSISTANT, IN
THE DEPARTMENT OF PARKS AND
RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Lisa Parrella be and hereby is appointed Community Research Assistant, Non Competitive, Ungraded, at an annual salary of \$50,000, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective April 13, 2020 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOHN RAGANO
AS COMMUNITY RESEARCH ASSISTANT, IN
THE OFFICE OF THE TOWN COMPTROLLER.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that John Ragano be and hereby is appointed Community
Research Assistant, Non Competitive, Ungraded, at an annual salary of \$75,000, in the Office of the
Town Comptroller, by the Town Comptroller and ratified by the Town Board of the Town of
Hempstead, subject to satisfactory completion of pre-employment criteria, effective April 13, 2020 and
BE IT

FURTHER RESOLVED, that subject appointment is probationary
for twenty-six weeks and should candidate prove unsatisfactory during this period, said
appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MIGUEL SERRANO AS
LABOR CREW CHIEF II, IN THE DEPARTMENT
OF GENERAL SERVICES, TRAFFIC CONTROL
DIVISION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Miguel Serrano, now serving as Labor Crew Chief I , in the Department of General Services, Traffic Control Division, be and hereby is appointed Labor Crew Chief II, Non Competitive, Grade 15, Step 12 (M), \$91,830, in the Department of General Services, Traffic Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective April 1, 2020, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MARK SIMONSON
AS MESSENGER, IN THE DEPARTMENT OF
GENERAL SERVICES, ADMINISTRATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Mark Simonson be and hereby is appointed Messenger, Non
Competitive, Ungraded, at an annual salary of \$52,500, in the Department of General Services,
Administration, by the Commissioner of the Department of General Services and ratified by the Town
Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria,
effective April 13, 2020 and BE IT

FURTHER RESOLVED, that subject appointment is probationary
for twenty-six weeks and should candidate prove unsatisfactory during this period, said
appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF QUINN SPOHRER
AS CLERK LABORER, IN THE DEPARTMENT
OF GENERAL SERVICES, ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Quinn Spohrer be and hereby is appointed Clerk Laborer, Non Competitive, Grade 9, Start Step (A), \$42,421, in the Department of General Services, Administration, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective April 1, 2020 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ERIC TOMEO AS
EQUIPMENT CREW CHIEF, IN THE
DEPARTMENT OF HIGHWAY BUDGET CODE
5110.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, Eric Tomeo has resigned his position as Labor Crew Chief II,
in the Department of Planning and Economic Development, NOW, BE IT

RESOLVED, that Eric Tomeo be and hereby is appointed Equipment
Crew Chief, Non Competitive, Ungraded, at an annual salary of \$100,445, in the Department of
Highway Budget Code 5110, by the Commissioner of the Department of Highway and ratified by the
Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria,
effective April 1, 2020 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF LOUIS TUFARELLI AS
COMMUNITY RESEARCH ASSISTANT, IN
THE DEPARTMENT OF HUMAN RESOURCES.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Louis Tufarelli be and hereby is appointed
Community Research Assistant, Non Competitive, Ungraded, at an annual salary of \$75,000 in the
Department of Human Resources, by the Director of the Department of Human Resources and
ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-
employment criteria, effective April 13, 2020 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANTHONY ZARCONE III
AS PUBLIC SAFETY OFFICER I, IN THE
DEPARTMENT OF PUBLIC SAFETY FROM
THE CIVIL SERVICE LIST.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Anthony Zarcone III has passed the examination for the position of Public Safety Officer I, Civil Service List No. 64-978, and is eligible for appointment thereto, NOW, THEREFORE, BE IT.

RESOLVED, that Anthony Zarcone III be and hereby is appointed Public Safety Officer I, Competitive, Permanent, Grade 14, Start Step (A), \$49,306, in the Department of Public Safety, from the civil service list, by the Commissioner of the Department of Public Safety and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective April 20, 2020 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION
NO. 363/4-2020, EDWARD CUMMING, IN THE
DEPARTMENT OF INFORMATION AND
TECHNOLOGY.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Resolution No. 363/4-2020 states an incorrect effective date

NOW, THEREFORE, BE IT

RESOLVED, that the resolution should read "effective March 11, 2020"

AYES:

NOES:

3/31/2020

In addition there are (5) Five Resolutions for various types of Leaves of Absence.